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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

-----x
3 UNITED STATES OF AMERICA,

4 v.

17 CR 684 (ER)

5 CHRISTIAN DAWKINS AND MERL
6 CODE ,

7 Defendants.

-----x

8 New York, N.Y.
9 April 23, 2019
10 9:00 a.m.

11 Before:

12 HON. EDGARDO RAMOS

13 District Judge

14 APPEARANCES

15 GEOFFREY S. BERMAN

16 United States Attorney for the
17 Southern District of New York

18 ROBERT L. BOONE

19 NOAH D. SOLOWIEJCZYK

20 ELI J. MARK

21 Assistant United States Attorneys

22 HANEY LAW GROUP PLLC

23 Attorney for Defendant Dawkins

24 BY: STEVEN A. HANEY

25 CHANEY LEGAL SERVICES, LLC

BY: DAVID A. CHANEY, JR.

-and-

NEXSEN PRUET, LLC

BY: ANDREW A. MATHIAS

MARK C. MOORE

Attorneys for Defendant Code

ALSO PRESENT: JOHN VOURDERIS, Special Agent FBI
YOLANDA BUSTILLO, Paralegal Specialist USAO
EMILY GOLDMAN, Paralegal Specialist USAO

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1 (Jury not present)

2 THE COURT: When we left off yesterday evening the
3 government indicated that they would be getting me some
4 language overnight concerning NCAA rules. I take it you have
5 chosen not to go that route.

6 MR. MARK: Yes, your Honor. I think given the Court's
7 comments during voir dire that it's -- the government included
8 some language like that in the request to charge. So I don't
9 think we need to belabor that point right now at the beginning
10 of trial.

11 THE COURT: I think that's right. And certainly you
12 can make some statement in your openings in that regard if you
13 wish, I think.

14 Is there anything else that the parties wish to bring
15 to my attention before 9:30?

16 MR. MOORE: Yes, your Honor. I think I mentioned
17 yesterday that there was a point I wanted to make. And I'm
18 assuming that the Court may, if the Court wishes, have an
19 extended discussion about -- probably wants to do it in camera
20 as it relates to your granting of the government's motion in
21 limine with respect to UC1 and UC2.

22 But, we -- I've read your Honor's order under seal.
23 We also sent a *Touhy* letter which was copied I think in the
24 government's original motion in limine because we issued
25 subpoenas to four agents. And we have never received a

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1 response from the FBI or the U.S. Attorney's Office
2 specifically to our *Touhy* letter because we do, intend to call
3 those agents as witnesses in the defense case. And I think
4 that's a horse of a different color from the prohibition on
5 cross-examination concerning the matters that are reflected in
6 your Honor's order and whether we should be able to call those
7 agents. So I simply wish to flag that for your attention. We
8 obviously don't have to deal with it now. But we would need to
9 deal with it at some point before we get to the defense case.
10 And I will tell your Honor that in Gatto we sent a similar
11 *Touhy* letter to the U.S. Attorney's Office and to the FBI. We
12 received no response. And when I raised it before Judge Kaplan
13 at the end of the case, because the government sought an
14 instruction in that case that both parties had equal access to
15 all witnesses, my point was that's not necessarily true with
16 respect to the Department of Justice employees. Judge Kaplan
17 politely chided me and said I should have brought that to his
18 attention earlier.

19 Well, that case was a very different case than this
20 case and the defense in that case was a very -- is a very
21 different defense than the defense in this case. And in that
22 case we basically admitted that our clients made payments to
23 players and their families. Here, we deny that we made any
24 bribe payments to any coaches. And so the conduct of the
25 undercover officers in pushing Mr. Code in particular and

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1 Mr. Dawkins to make bribe payments despite the fact that they
2 both said we don't believe that that is a viable model is very
3 much an issue in this case.

4 So in the first case I didn't push the envelope
5 because I didn't think I had to in that case. In this case I
6 very much believe that it is absolutely essential to the
7 defense that we be allowed to call UC1 and UC2. I understand
8 why at this point I may not have a great argument on
9 Mr. Carpenter but we'll see what develops in the government's
10 case. And Mr. Convenient anywhere REUS who is the fourth
11 person who was listed with our subpoena is here. So no
12 subpoena needs to compel his attendance. But I simply wanted
13 to flag that for your Honor's consideration because we do
14 need -- we will need a ruling on the *Touhy* letter and I take
15 the position at this point that it's been over a month since I
16 sent the *Touhy* letter. I received no response. I take the
17 position that the government's denial of our request is, in
18 fact, they do intend to deny it, is arbitrary and capricious at
19 this point and their denial should be overridden by the Court
20 which has the authority to do so.

21 THE COURT: Does anyone want to respond?

22 Mr. Marks.

23 MR. MARK: Yes. Just briefly, your Honor.

24 As an initial matter and as we laid out in our motion,
25 that related to the request for certain testimony related to

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1 certain FBI agents. We acknowledge that the FBI had received
2 this *Touhy* request. We acknowledge that there was a response
3 to it. That response was going to be coming in the form of a
4 motion to preclude testimony that was sought under this *Touhy*
5 request. That was not geared towards just testimony on
6 cross-examination. It was prompted by the subpoenas that were
7 issued by the defense. It was broadly as to testimony that
8 related to those subject matters. And my read of the Court's
9 ruling was broadly that the Court issued a ruling precluding
10 evidence about that because it was completely irrelevant or if
11 it wasn't irrelevant it was unduly prejudicial.

12 So, I don't think it really matters whether the
13 defense is trying to get that through cross-examination or
14 through their case in chief. That subject matter is sort of
15 out of bound, is our understanding of the Court's ruling.

16 THE COURT: I understood Mr. Moore's argument -- and
17 he's standing up so he can speak for himself -- to be that they
18 were subpoenaing those agents for purposes of cross-examining
19 them on the facts that are at issue in this case.

20 MR. MOORE: That's correct, your Honor. I mean we can
21 put aside the alleged misconduct. Because, as I reread the
22 government's motion last night, I reread all the pleadings and
23 I reread your Honor's order, and I believe that the
24 government's motion was directed at preclusion of
25 cross-examination of any witness with respect to the alleged

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1 conduct in Las Vegas. My argument is that we should be allowed
2 to examine those agents about the facts that are at issue in
3 this case.

4 The facts that are at issue here are that the FBI
5 pushed Mr. Code and Mr. Dawkins to make bribe payments for the
6 purposes of trying to get a conviction despite the fact that
7 Mr. Code and Mr. Dawkins repeatedly told the FBI agents and the
8 cooperating witnesses that they did not believe that was a
9 viable model. Obviously there's a reason for the FBI to do
10 that, because the FBI wants convictions of people. And when
11 you, as Mr. Code and Mr. Dawkins say, you don't need to pay
12 coaches, that doesn't sit well with the FBI when it's looking
13 for scalps.

14 THE COURT: Just for my own benefit, Mr. Moore, I take
15 it, given our conversation Friday, that the theory, as you've
16 just described it, is that the agents pushed these defendants
17 to make cash payments but that pushing, at least at this point,
18 you're not saying -- that fell short of entrapment?

19 MR. MOORE: I'm not going to speak for Mr. Dawkins and
20 Mr. Haney. I'll let Mr. Haney speak for himself.

21 I think that there are some entrapment issues here.
22 However, I represent Mr. Code. Mr. Code never made a payment
23 to any coach. Mr. Code never cautioned -- never told any coach
24 to take a payment. In point of fact, Mr. Code pushed back
25 every time he had an opportunity to speak to an agent. And

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1 Mr. Code, as we will present most likely in our defense, told
2 coaches who were on his list and people that he was introducing
3 not to take any payments from the agents because he did not
4 believe it was a viable model. And every time someone
5 suggested to Mr. Code that you should make a payment, Mr. Code
6 pushed back.

7 I believe I should be able to question Mr. -- UC1 and
8 UC2 about why they were pushing so hard about the instructions
9 that they gave Mr. Blazer about pushing for this. So I believe
10 that that is an issue in this case, your Honor.

11 MR. HANEY: Your Honor, may I address just briefly on
12 behalf of Mr. Dawkins?

13 THE COURT: Sure.

14 MR. HANEY: My interest would be nothing other than
15 cross-examining on the facts of the case. The order in the
16 Court is clear. The misconduct is off limits. However, as
17 Mr. Moore has noted, this coach's model was pushed by,
18 particularly UC1 who was the operative of D'Angelo who posed as
19 an undercover investor. My client -- there's a lot of evidence
20 that my client impressed upon UC1 that that model was not a
21 model that would work and that he didn't feel that that was a
22 model that would result in signing players to the management
23 company. My interest is only in cross-examining based on the
24 facts of the model that was promoted and created by the
25 undercover. This wasn't a model. This coaches' model, as

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1 referred to during the course of this trial, it was never
2 suggested as a model by Mr. Dawkins or Mr. Code during the
3 course of the trial. We only want to cross-examine -- I only
4 really want to cross-examine to that particular point.

5 Thank you, your Honor.

6 MR. MOORE: I just wanted to make one final point
7 before Mr. Marks stands up, since he's about to stand.

8 I take the position that their motion in limine is not
9 an appropriate response to a *Touhy* letter. I was an Assistant
10 United States Attorney for 23 years. We always responded in
11 letter form to *Touhy* letters that were provided to us by the
12 civil division or by chief division counsel from the FBI. I do
13 not believe they responded to our *Touhy* letter, your Honor.

14 THE COURT: Mr. Mark.

15 MR. MARK: There appear to be two different things
16 that are being raised sort of in advance of openings. One is
17 it sounds like there's some suggestions about what essentially
18 seems to be an entrapment defense or arguments about entrapment
19 defense.

20 I know Mr. Code said that he's not going to push an
21 entrapment defense. He actually said in response to his motion
22 in limine that he wasn't going to advance one. I assume that
23 he's going to cabin his opening remarks with that in mind.

24 As to the question of really what he is saying that he
25 wants to talk about is the thoughts and mental state of

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1 particular law enforcement agents in the conduct of this
2 investigation. That is something that's sort of new to us and
3 that is also something that really should be absolutely off
4 limits.

5 There are some case law I believe that we cited within
6 our motion in limine that makes reference to that, that what is
7 going through the minds of a law enforcement agent who is
8 conducting an investigation is not the appropriate grounds for
9 discussion here at trial. The question is really what the
10 defendants were thinking when they were taking their actions,
11 not what law enforcement agents were thinking when they were
12 taking their actions.

13 So to the extent that those are comments that they
14 want to put into their opening remarks, we would request that
15 those be precluded. To the extent that they want to present
16 that in their defense case in chief, we're happy to brief those
17 issues for the Court.

18 MR. MOORE: I'm not seeking to question an agent about
19 what was going through the agent's mind. I'm seeking to
20 question an agent about what he told these gentlemen and why he
21 was pushing it so hard.

22 THE COURT: Well now you just --

23 MR. MOORE: But I'm also seeking to cross -- to
24 question him about what he told Mr. Blazer about whether
25 Mr. Blazer was to push this, and his statements to Mr. Blazer

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1 are admissions or statements of a party opponent. They might
2 be hearsay if they came from the government, but they're not
3 hearsay if we seek to elicit them because they are agents of
4 the party opponent in this case, the United States.

5 THE COURT: My understanding is that Mr. Blazer will
6 be testifying.

7 MR. MOORE: Yes, sir.

8 THE COURT: So why can't you just get that directly
9 from him?

10 MR. MOORE: We do intend to ask him questions and then
11 we'll see whether we need to pursue this line of inquiry or
12 push this line of inquiry further.

13 We do not intend to make specific reference to these
14 issues in an opening statement. We know what an opening
15 statement is supposed to be about and so we can cabin our
16 comments there.

17 But I simply wanted to flag this issue for the Court's
18 attention because it is a real issue in this case. And I don't
19 want someone suggesting that I waived my argument.

20 THE COURT: OK.

21 MR. HANEY: Your Honor, briefly, since I'm making the
22 opening statement, may I make a comment with regards to what
23 I'm just hearing from the government?

24 THE COURT: Sure.

25 MR. HANEY: They're attempting to tell me what I can

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1 cabin during opening statement when there's direct evidence,
2 your Honor, that there's a point in time in the relationship
3 between my client and this undercover operative where that
4 undercover, UC1, tells my client: This is the coach's model;
5 you're going to follow that model or I'm not going to fund you
6 anymore.

7 Now, I don't know how they can suggest that that is
8 not something that should be addressed in an opening statement
9 when that's the direct evidence in this case. And it's my
10 position, your Honor, I'm not going to mention entrapment
11 during the opening statement. However, that is a very
12 fundamental pivotal point in the relationship between my client
13 and the undercover operative where at that point my client
14 says: OK. No problem. You want to do it your way,
15 Mr. D'Angelo, you got all the money. You're funding my sports
16 agency. No problem. I'm going to pay those coaches just like
17 you're telling me I have to do. And then from that point
18 forward he does it. He takes his money.

19 And that is not some crazy theory, your Honor. That
20 is what the evidence is going to be supported during the course
21 of this trial. And to suggest that that can't be presented
22 during opening statement I would say would be patently unfair
23 when that's what happened. And, certainly, I don't believe
24 that's hearsay. If that statement was made by that operative,
25 it goes to the effect on the listener, my client, of what that

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1 was said to him. And he moved forward from that point and he
2 did exactly what he said he was going to do.

3 Further, there's conversation the same day when the UC
4 tells my client that, where my client calls Mr. Code and goes
5 on and on about how ridiculous the UC's model is, his coaches'
6 model, how he's not going to follow that model. Then they talk
7 on the phone, my client and Mr. Code, about how they're going
8 to take the guy's money.

9 And that is facts in this case as evidence. And I
10 don't believe that I should be restricted. And I'm not going
11 to mention entrapment. I'm not going to suggest entrapment.
12 But I do believe it's fair in an opening statement to be able
13 to at least tell the story of what really happened here. Thank
14 you.

15 MR. MOORE: I was speaking, when I spoke about opening
16 statements, I was speaking about what I understand
17 Mr. Mathias's opening statement is going to be for our side.

18 THE COURT: OK. Mr. Mark, do you disagree with what
19 Mr. Haney said about what's appropriate for an opening
20 statement if he believes that during the course of this trial
21 the jury will hear certain conversations, why isn't he allowed
22 to comment on that or to talk about that?

23 MR. MARK: We were never making the argument that
24 his -- I mean if he's going to present what his view on the
25 facts are, we never sought to preclude him from doing that in

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1 opening statement.

2 Our issues have only been to the suggestion of whether
3 any sort of pushing that he's saying happened from agents is a
4 reason that he needs to be found not guilty. If he's just sort
5 of going through the evidence and making arguments about the
6 mental state of his defendant, or what his defendant did,
7 that's definitely something that we're not looking to preclude
8 him from presenting in an opening statement.

9 THE COURT: Let me ask you about the *Touhy* letter,
10 Mr. Mark. As you sit here, does the government have any
11 intention to respond or do you believe that you've responded
12 appropriately or what?

13 MR. MARK: Your Honor, as Mr. Moore knows, when the
14 *Touhy* letter came in we gave that to the FBI as well as the
15 subpoenas that he issued. We also enlisted counsel from the
16 civil division which is particularly informed in dealing with
17 this. We expected that the motion in limine was, I think,
18 adequate at that time. But what we want to do is go back to
19 our civil AUSAs and sort of enlist them; and if there's
20 anything else in addition that we need to do, we'll let the
21 Court know.

22 MR. MOORE: I would take the position that any such
23 response is untimely, your Honor. I just wanted to put that on
24 the record.

25 THE COURT: Very well.

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1 Mr. Mathias, I'm not making any direction but that
2 looks like an OSHA violation over there.

3 MR. MOORE: It was prompted by the government, your
4 Honor. The government put those on our table.

5 THE COURT: Anything else that anyone wants to bring
6 up?

7 So what we'll do when the jury is here -- hopefully
8 they'll all be here by 9:30 -- we'll swear them first thing. I
9 will give some additional preliminary instructions and then I
10 will go to openings.

11 Who is going to be opening for --

12 MR. MARK: I will for the government and can I -- may
13 I ask you a question. I noticed the podium is tilted forward.
14 Does the Court have any concern if we change the tilt of the
15 podium?

16 THE COURT: You can move it any way you want.

17 And Mr. Haney you will be opening?

18 MR. HANEY: Yes, sir.

19 THE COURT: And Mr. Mathias?

20 MR. MATHIAS: Yes, sir.

21 THE COURT: OK. Unless there's anything else,
22 hopefully we'll see you at 9:30.

23 (Recess)

24 THE COURT: Last count we were missing one or two
25 jurors.

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1 (Jury present)

2 THE COURT: Ladies and gentlemen, good morning. Thank
3 you all for being so prompt. We're going to begin today by
4 having you sworn.

5 Ms. Rivera.

6 (A jury of twelve and two alternates was impaneled and
7 sworn)

8 THE COURT: Ladies and gentlemen, you are now a jury
9 and there is no higher function in our legal system. From now
10 on whenever you enter or leave the courtroom as a jury the
11 parties in the audience will rise because you are every bit as
12 important to this process as any judge.

13 I want to give you some preliminary instructions now
14 and I will likely give you some instructions during the course
15 of the trial so that you will be guided as the evidence comes
16 in.

17 First, about the role of the judge and the jury. In
18 the American system of justice, the judge and the jury have
19 separate roles. My job is to instruct you as to the law that
20 governs the case. I will give you some instructions now and
21 others from time to time during the trial. At the end of the
22 trial I will give you detailed instructions about the law you
23 will need to apply when you deliberate.

24 Your job as jurors is to determine the facts based on
25 the evidence presented at the trial. You are the only triers

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1 of fact and your decisions on the factual issues will determine
2 the outcome of this case.

3 You must not take anything I may say or do during the
4 trial as indicating what my opinion is or what your verdict
5 should be. It's not my job to even have such an opinion. And
6 if I did, it should not influence you in any way.

7 You must play close attention to all of the evidence
8 presented. Evidence consists of the testimony of the
9 witnesses, exhibits that are admitted as evidence and any
10 stipulations agreed to by the attorneys. A stipulation is
11 simply an agreement between the lawyers about facts or
12 testimony.

13 Certain things are not evidence in the case and you
14 must not consider them as evidence. For example, the
15 statements and arguments by the lawyers are not evidence. They
16 are simply arguments in which they will tell you what they
17 think the evidence proves and how they think you should analyze
18 the evidence. My statements are not evidence either.

19 Questions by the lawyers are not evidence. Only
20 answers given by the witness are evidence. So, for example, if
21 a witness is asked: It was raining that day, wasn't it? And
22 the witness says: No, it wasn't. Then, based on that question
23 and answer, there is no evidence in the case that it was
24 raining that day no matter how convinced the lawyers sounded
25 when he or she was asking the question.

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1 Objections to questions are not evidence. The lawyers
2 are obligated to make an objection when they believe evidence
3 being offered is improper under the rules of evidence. You
4 should not be influenced by the objection or my ruling on it.

5 If the objection is sustained, ignore the question and
6 any answer that may have been given. If the objection is
7 overalled, then treat the answer like any other.

8 Any testimony that I exclude or strike or tell you to
9 disregard is not evidence and you must not consider it. If I
10 instruct you that some evidence is only to be considered for a
11 certain purpose, you must follow that instruction.

12 And, of course, anything you may see or hear outside
13 of the courtroom is not evidence and should be disregarded by
14 you.

15 Now, in deciding the facts of the case you will have
16 to decide the credibility of the witnesses; that is, how
17 truthful and believable they are. Now, how do you decide what
18 to believe and what not to believe? Well, you're going to
19 listen to the witnesses, observe them, and then decide just as
20 you would decide such questions every day in your ordinary
21 life.

22 Did they know what they were talking about? Were they
23 honest, open, and truthful? Did they have a reason to falsify,
24 exaggerate, or distort their testimony? Is there any reason to
25 think they might be mistaken about what they're telling you?

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1 How did their testimony square with the other evidence in the
2 case?

3 So what a witness says, the way the witness says it,
4 and the rest of the evidence in the case will play important
5 roles in your reaching a judgment as to whether or not you can
6 accept the witness's testimony as reliable.

7 As the trial proceeds, you may have impressions of a
8 witness or a subject but you must not allow these impressions
9 to become fixed or hardened because if you do in a sense you
10 foreclose consideration of testimony of other witnesses or
11 other evidence that may be presented after the witness you
12 heard. And this would be unfair to one side or the other.
13 Please remember that there may be another side to any witness's
14 story and there may be more to come on any particular issue.
15 You should not reach any conclusions until we have all the
16 evidence before you.

17 Now, I just want to go over some of the rules that we
18 went over yesterday before we left, some rules of conduct. As
19 I indicated, you should not discuss this case with anyone while
20 the trial is going on, including with your friends and family
21 members. And this also includes not discussing the case even
22 amongst yourselves until after all the evidence is in and you
23 are charged and you begin to deliberate.

24 Next, you are not to read anything in the newspapers
25 or anywhere else in the media about this case if that should

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1 occur. You're not to listen to or view any reporting about
2 this case over the radio, on TV or on the internet.

3 Next, don't do any research about the case. Don't
4 Google anyone or go to any place concerning this case that you
5 may hear about during the course of the trial.

6 Also, you are not to allow anyone to speak to you
7 about the case. If that should happen, again, just politely
8 tell them that I have directed you not to discuss the case and
9 then tell Ms. Rivera that someone has approached you to attempt
10 to talk about the case and she will report that to me.

11 Now let me just say a few words about the trial
12 procedure. The trial has five parts.

13 First, each side will have the opportunity to make
14 opening statements to you and they will do that shortly. As
15 I've already told you, those statements are not evidence.
16 Their purpose is to give you an idea in advance of the evidence
17 that the lawyers expect you to hear from the witnesses.

18 The government has the burden of proof so the
19 government will go first. The defendant has no burden of proof
20 and does not have to do anything at this trial so the defendant
21 does not strictly speaking have to give an opening statement.
22 But if they wish to do so, they will go next.

23 Second, after the opening statements you will hear the
24 testimony of the witnesses. The government's witnesses go
25 first. Each witness will first give direct testimony and then

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Opening - Mr. Mark

1 he or she may be cross-examined by the other side.

2 Following the government's case the defendant may --
3 defendants may but need not present witnesses and other
4 evidence. If the defendants do present witnesses, those
5 witnesses will be examined and cross-examined just as the
6 government's witnesses were.

7 If the defendant chooses to present evidence, it is
8 possible that the government would then present some rebuttal
9 to that evidence.

10 Third, after all the evidence has been received each
11 side will have an opportunity to make closing arguments. These
12 arguments also are not themselves evidence.

13 Fourth, after these arguments or summations, as they
14 are called, I will give you detailed instructions as to the law
15 that applies and controls in this case. And you must follow
16 those instructions. These instructions to the jury are
17 referred to as the jury charge.

18 Fifth, and most importantly, after the jury charge,
19 you will go to the jury room to deliberate and discuss the
20 evidence in order to decide the facts and render a verdict.

21 We will now begin with the government's opening
22 statement.

23 Mr. Mark.

24 MR. MARK: This is a case about money, bribes, and
25 basketball. It's about the seedy underground of college sports

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Opening - Mr. Mark

1 and two insiders who are looking to cheat to get ahead. It's
2 about cash stuffed in envelopes that the defendant Christian
3 Dawkins stuffed -- put in the hands of basketball coaches in
4 some of the nation's top college programs.

5 Why did he do that? He was setting up his own sports
6 agency. Instead of landing clients the honest way, he was
7 willing to take shortcuts, to cheat, by bribing coaches so that
8 they would steer their best young student athletes to sign
9 contracts with him; young men, some of whom were only
10 teenagers, who were pawns in this scheme; kids who Dawkins
11 hoped would be worth millions of dollars to him when they later
12 became pros.

13 And who helped Dawkins in bribing these coaches? This
14 man, Merl Code, a veteran of the sportswear giants Adidas and
15 Nike, a longtime mover and shaker in the basketball world with
16 deep connections. Dawkins had recruited Code to help him land
17 new talent, including by bribing college coaches to gain access
18 to top players. And as you will learn, Code got paid in
19 exchange for bringing dirty coaches to the table to get bribed.

20 But what the defendants and the coaches they were
21 bribing did not know was that many of their meetings were being
22 secretly recorded by the FBI and that's why we're here today.

23 Ladies and gentlemen, over the next few minutes I'm
24 going to give you a roadmap of the evidence that you're going
25 to see and hear in this case that proves the defendants' guilt

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Opening - Mr. Mark

1 beyond a reasonable doubt. And I'm going to do that in three
2 parts. First, I'll tell you in a little more detail about how
3 this scheme to bribe college basketball coaches worked.
4 Second, I will talk about the different types of evidence that
5 you're going to see. And third, I will give you a brief
6 description of what the charges are in this case.

7 So all what will the evidence show? You'll learn that
8 starting in 2015 Dawkins was working for one of the most
9 powerful basketball sports agents in the business and he was
10 responsible for recruiting top talent. Even back then before
11 the FBI was ever on to him you'll learn that Dawkins was
12 successful because he cheated. To influence young basketball
13 players to sign with him and his company, he paid. He made
14 payments to the families of student athletes and he also paid
15 other people around those kids, like the player's college
16 coach, to encourage these student athletes to sign with him;
17 money to a college coach in exchange for the coach influencing
18 his player to sign a contract, a quid pro quo, a Latin term
19 that means this for that.

20 You'll learn about a road trip Dawkins took in
21 March 2016 to South Carolina to meet with one of the coaches
22 that he was bribing. During that meeting, which was secretly
23 recorded, Dawkins laid out how the whole scheme worked. He
24 talked about how it was important to have access to young
25 college basketball players before they turned pro and how

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Opening - Mr. Mark

1 college coaches had close relationships with their players so
2 they had a lot of influence over them. During that meeting he
3 talked about how coaches could help deliver their kids to sign
4 with him and how the coaches could fend off or block out other
5 agents and advisers who wanted to work with those players.

6 In 2017 you'll learn that Dawkins went out on his own.
7 He formed a new sports management business, and Dawkins had
8 several partners in that business, including a financial
9 adviser and investors. But while his business was new, his
10 playbook was the same: Cheat. Pay the families of student
11 athletes. Bribe coaches.

12 To do this Dawkins recruited one of the most connected
13 people in all of college basketball, Merl Code, who was then a
14 consultant at Adidas. Dawkins and his new business partners
15 brought in Code to introduce them to dirty coaches who would
16 steer their players to Dawkins's new company. And Code got
17 paid for making these connections. By this point, unbeknownst
18 to Dawkins and Code, the FBI was onto them and Dawkins' new
19 wealthy investors were, in reality, undercover agents.

20 In a series of meetings the bribes continued to flow.
21 They were paid to coaches from all around the country, coaches
22 at schools like the University of South Carolina, the
23 University of Arizona, the University of Southern California,
24 Creighton University, and at Texas Christian University.

25 Some of these bribes were a couple thousand dollars

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Opening - Mr. Mark

1 and some of them were more than ten thousand dollars. Some
2 were paid right here in New York and some were paid at a fancy
3 hotel suite in Las Vegas in the summer of 2017 when coaches
4 were then in town doing recruiting.

5 The coaches who were bribed in Las Vegas were part of
6 a list that was developed by Dawkins and Code together. Code
7 had helped schedule meetings with these coaches in Las Vegas
8 and was paid for delivering some of them to Dawkins and his new
9 company.

10 Why was Code doing this? Simple. Greed. You'll hear
11 a call where Dawkins asked Code how many coaches he can help
12 get them to meet. And Code responds: How many are you paying
13 me for?

14 Code also was concerned about an impression Dawkins's
15 new investors would make on the coaches Code was introducing.
16 Code didn't want the investors spooking the coaches they were
17 trying to bribe or the kids that they were looking to sign.

18 So Code and Dawkins tried to teach Dawkins's new
19 investors, the undercover agents, how to operate; that it's
20 better sometimes to not put cash right in the hand of a coach
21 but to have the coach tell you first how he wants to be helped;
22 not because they had any qualms about paying coaches but
23 because they wanted to do it strategically, as needed, such as
24 by supplying money to coaches who wanted it to recruit top high
25 school basketball players to play for their school even though

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Opening - Mr. Mark

1 that was against the school's rules.

2 During the meetings with coaches in that Las Vegas
3 suite that Code helped set up, the coaches they met with
4 offered to steer kids to Dawkins's new business. And Dawkins
5 and his partners offered, in return, to help the coaches in
6 whatever way they could.

7 What did it mean to help? It meant money. And some
8 of these coaches got paid right on the spot in envelopes
9 stuffed with thousands of dollars of cash. And some of the
10 coaches they agreed to pay later when the coaches needed it.

11 Why did it make sense for Dawkins and Code to pay
12 these college coaches? That was simple too. Some of the most
13 talented, young, amateur basketball players play in college.
14 They can't go straight from high school to the NBA, the best
15 professional basketball league in the world. So, instead, they
16 typically attend college for a year or two before turning pro.
17 And because these college kids, many of whom aren't even 21
18 years old and they were usually focused on playing what they
19 loved, basketball, Dawkins and Code knew they could be
20 influenced with the most important business decisions of their
21 lives if Dawkins and Code pulled the right levers. And what
22 were the levers? Well one of them was the coaches.

23 As the defendants will tell you themselves in their
24 own words during recorded calls and meetings, paying off the
25 people that those kids trusted, who served as mentors to them

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Opening - Mr. Mark

1 and had enormous influence in their young lives was a key to
2 success. In the words of one of the coaches whom Dawkins and
3 Code bribed, he could mold the players and put them in the lap
4 of you guys. Those are the words of a college coach who was on
5 the list created by Code and who was paid bribes by Dawkins.

6 And you'll hear that after these coaches got paid they
7 worked to steer their best young, college basketball players to
8 Dawkins's company, just as the defendants wanted. The coaches
9 identified some of these players for Dawkins as layups, which
10 is an easy shot in basketball. And you'll hear one of these
11 coaches explain just why it would be so easy, because that
12 coach, who Dawkins had already paid, was going to be the one
13 making all of the decisions for his player when the student
14 athlete turned pro. But, as you'll hear, before these coaches
15 could steer their players to actually sign with Dawkins and his
16 company, the defendants were arrested and their scheme was
17 exposed.

18 So that's a summary of the defendants' illegal
19 schemes. How will you learn that's what happened? In several
20 different ways. Primarily by hearing the defendants tell you
21 all about it themselves. You're going to hear the defendants'
22 own words recorded at numerous meetings and captured on dozens
23 of phonecalls intercepted during the course of the
24 investigation pursuant to court-authorized wiretaps.

25 You'll hear the defendants explain in detail the

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Opening - Mr. Mark

1 scheme, plotting how to make payments, deliver them in person,
2 and in cash, to avoid a money trail, and how they hoped to make
3 millions by creating the most successful new sports management
4 company in the process.

5 You're going to also hear that several of the people
6 Dawkins and Code were dealing with were actually working with
7 the government, including, as I mentioned earlier, two
8 undercover FBI agents who were posing as Dawkins's investors.

9 You'll hear how the defendants and the coaches they
10 were bribing knew what they were doing was wrong. So they were
11 suspicious of dealing with the new investors. And how careful
12 they thought they needed to be to avoid getting caught.

13 You'll hear calls that they thought nobody was
14 listening to in which they outlined the steps they took to
15 avoid a trail of evidence; how one of the coaches didn't want
16 to touch the money and, instead, told Dawkins that he wanted to
17 all go through you; how concerned Code was that someone might
18 learn what they were doing or listen to his phonecalls; how
19 Code wanted to only receive money from Dawkins because he
20 trusted Dawkins and, like some of these coaches, never wanted
21 to get money from anyone else; and how the defendants tried to
22 avoid talking about corrupt payments in text messages and used
23 code or special words so that their under-the-table payments
24 could not be easily detected. And you'll hear calls laying out
25 how even though Code was being paid thousands of dollars a

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Opening - Mr. Mark

1 month for making introductions to coaches who would steer their
2 players to Dawkins's new company, Code wasn't satisfied. He
3 wanted even more. He didn't want his contribution to be, in
4 his own words, devalued.

5 You'll also hear in this trial from two cooperating
6 witnesses. You'll hear from a financial adviser who made
7 payments to some of the college coaches with Dawkins and he did
8 that while he was working with the government in connection
9 with this investigation. You'll hear that this financial
10 adviser had managed money for athletes and after the government
11 learned that he misused some of those clients' money, he agreed
12 to cooperate with the government by making recordings in the
13 world of college sports. He will tell you about his dealings
14 with Dawkins while cooperating and you will hear recordings
15 that he made of those dealings.

16 You'll also hear from another financial adviser who
17 was a partner in Dawkins's new company and he was hoping to
18 make -- to manage college basketball players' money after they
19 turned pro. Unlike the first financial adviser I just talked
20 about, this one was working with Dawkins before he started
21 cooperating with the government. So he'll give you a firsthand
22 insider's account of how he engaged in this bribery scheme with
23 Dawkins and Code.

24 Both of those men have pled guilty to various crimes
25 and they're going to be testifying pursuant to agreements with

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Opening - Mr. Mark

1 the government in the hope of receiving leniency for their
2 cooperation. So you should keep that in mind as you evaluate
3 their testimony. Ask yourselves whether it's corroborated or
4 backed up by all of the other testimony and evidence that
5 you're going to see in this case. When you do that, you will
6 see that it's consistent with and backed up by all the evidence
7 I've just described.

8 Finally, you're going to hear from senior
9 representatives from the universities where some of these
10 college coaches worked. They'll tell you about the duties and
11 obligations the college coaches owed to their schools and how
12 they were expected to run a clean program and help protect
13 players from being taken advantage of by unsavory business
14 advisers and agents like the defendants. And they will tell
15 you how the bribes coaches received from these defendants harms
16 the schools and the kids. And these coaches were supposed to
17 be mentors to these young athletes, some only teenagers, but
18 instead they treated these players as pawns to be exploited for
19 their own personal profit.

20 For what they did, Dawkins and Code are now charged
21 with multiple crimes. For agreeing and working together to pay
22 various college men's basketball coaches to steer young men to
23 the defendants and their company and to reward them for doing
24 that, Dawkins and Code are charged with conspiring to commit
25 various bribery offenses. Dawkins and Code are also charged

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Haney - Opening

1 with conspiring to commit honest services fraud because, as you
2 will learn, it's a separate crime to deprive the college of the
3 honest services of their employees, here the coaches, by
4 agreeing to bribe them. Dawkins is also charged with
5 committing various bribery offenses by actually putting cash
6 bribes in the hands of certain coaches.

7 Now, at the close of this case when all of the
8 evidence is in we're going to have an opportunity to talk with
9 you again. But between now and then we ask that you do three
10 things. First, listen closely to the evidence. Second, follow
11 Judge Ramos's instructions on the law. And third, use your
12 common sense, the same common sense you use in your everyday
13 lives. And if you do those three things, the defendants will
14 get a fair trial and you'll reach the only conclusion that's
15 consistent with the evidence and the law, that the defendants
16 are guilty.

17 THE COURT: Thank you, Mr. Mark.

18 Did Mr. Dawkins wish to make an opening statement?

19 MR. HANEY: I do. Thank you, your Honor.

20 Good morning, ladies and gentlemen.

21 Thank you for your time, your patience, and your
22 service for all you'll be doing for us over the next several
23 days.

24 Now, the intended objective of my opening statement
25 will be for me, as an officer of the court, to tell you as

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Haney - Opening

1 honestly and forthrightly as I can what I expect the evidence
2 is going to show during the course of this trial; evidence that
3 at the end of the trial you all will be tasked with the very
4 important job of doing, of placing that evidence on a
5 figurative scale and weighing it and determining whether or not
6 the government proved their case beyond a reasonable doubt.

7 Now, it's not my job to explain to you or define what
8 reasonable doubt is. The judge will do that at the end of the
9 trial in the instruction.

10 But I can tell you reasonable doubt is the highest
11 burden that exists in our system, our legal system.

12 And, ladies and gentlemen, my client, Christian
13 Dawkins, has no burden of proof. That burden is the
14 responsibility and the obligation that rests solely and
15 squarely on the shoulders of the U.S. Government and the
16 prosecutors in this case.

17 So, we're going to embark upon this process of trial
18 with the evidence, not me, and I'm careful to use the word
19 story. Because sometimes it opens the door for people to say
20 stories aren't true. So I want to make it clear the story
21 you're going to hear today is not from me. It's from the
22 evidence that you're going to hear during the course of this
23 trial. And I submit to you all, in your lives on this planet,
24 it will be a story you will never forget.

25 We're going to start this story on June 6, 2017. On

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Haney - Opening

1 that date my client, Christian Dawkins, is only 22 years old.
2 And he's waiting for a friend to arrive, down at the North Cove
3 Marina in Lower Manhattan near Battery Park. Some of you may
4 be familiar with where that is. And on this date his friend
5 shows up, a man by the name of Munish Sood. The government
6 didn't mention his name during their opening. I'm going to.

7 Munish Sood is his friend. You're going to find from
8 the evidence that Christian, my client, and Munish are an odd
9 paring. My client is a 22-year-old kid who graduated from
10 Saginaw High School in Saginaw Michigan. Munish Sood is a
11 40-something-year-old banker out of Princeton, New Jersey.

12 But you're going to find that Christian Dawkins and
13 Munish Sood are not just friends, they're also business
14 partners in a new business venture that brings them together on
15 this fateful day as they walk down the docks to board a
16 two-story yacht in the harbor.

17 I didn't hear anything about a yacht in the opening
18 statement either.

19 I don't know about you all. I've never heard of a
20 story where two guys get on a yacht where it turns out good.
21 And we'll see if this one does.

22 Now, the evidence is going to show that Christian and
23 Munish, they board that yacht that day for the purposes of
24 meeting a young wealthy couple; now, not a couple that's
25 romantically involved but a couple of investors and their names

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Haney - Opening

1 of Jeff D'Angelo and Jill Bailey. And Jill, you're going to
2 find, she's a 30-something blond; very attractive, very nice
3 lady, very pleasant. Jeff, not much older, maybe in his
4 mid 30s, looks like a guy that just got done with a round of
5 golf at the country club. He's got the sweater tied around the
6 neck with the khaki pants on and the Sperry shoes, you know the
7 type.

8 And this young wealthy couple, Jeff D'Angelo and Jill
9 Bailey, they're looking to invest money in a company that
10 Christian Dawkins had just started up a month earlier. Imagine
11 that. He's 22 years old and he just started a company. And
12 the company was called Lloyd Management. Loyd. Living Out
13 Your Dream. Something like something a 22-year-old would do.

14 And Loyd management was going to be a sports agency.
15 And the plan was Christian Dawkins, he was going to be the
16 sports agent of Loyd Management because that was his dream:
17 One day to be a bigtime NBA basketball agent. And Munish Sood,
18 the banker from Princeton, New Jersey, with the finance
19 background, he was going to be the financial planner. He was
20 going the to invest all the multimillions of dollars that the
21 future clients were going to invest in Loyd Management. See,
22 Christian and Munish, they had it all figured out. The only
23 thing they didn't have was money. And that's why they were on
24 the yacht that day down in Battery Park.

25 Now you're going to find from the evidence in this

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Haney - Opening

1 case that this meeting with Christian Dawkins and his partner
2 Munish Sood on this yacht in Battery Park it wasn't by chance.
3 This meeting was set up -- appropriate words -- by a man by the
4 name of Louis Martin Blazer, III. Goes by the name Marty
5 Blazer. Sounds like something out of an action film.

6 And you're going to learn from the evidence that Marty
7 Blazer, you see, he's got all kinds of problems back in 2017.
8 He had been indicted by the federal government.

9 Marty is going to come in the courtroom and testify in
10 this case. And Marty had been charged with all kinds of
11 federal crimes like securities fraud, wire fraud, aggravated
12 identity theft. I don't know what that is. Doesn't sound
13 good.

14 And Marty had a plan. And the reason Marty was
15 charged with all these crimes, you're going to find from the
16 evidence is Marty had a company too called Blazer Capital. And
17 in lay people's terms, Marty was stealing his clients' money,
18 money they were entrusting him to invest.

19 Ready for this? He's stealing their money, in part,
20 to fund horror movies out in Hollywood. Can't make it up,
21 ladies and gentlemen.

22 But Marty had is a solution to some of his problems.
23 I'm not going to give away the story but part of his solution
24 included getting Munish and Christian to get on that yacht that
25 day down in Battery Park.

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Haney - Opening

1 Now you're going to find from the evidence that at
2 some point, as Christian and Munish and Marty is at the meeting
3 too, are on the yacht docked off the waters in Battery Park,
4 there's a point in time we're Jeff D'Angelo goes down into the
5 galley of the yacht. I'm not a yacht guy. I'm from Michigan,
6 and our water is frozen nine months out of the year so I'm not
7 sure what the lower level of the yacht is called, but Jeff
8 D'Angelo goes down to the lower level of the yacht. And he
9 returns up the staircase with a duffel bag. And he goes over
10 to the table where Christian Dawkins and others were all
11 congregated. And he sets the duffel bag on the table, Jeff
12 D'Angelo does, and he unzips the duffel bag to reveal its
13 contents and presents it to Mr. Dawkins, the 22-year-old kid
14 from Saginaw. And inside the duffel bag is tens of thousands
15 of dollars in cash. I don't know exactly how much. But tens
16 of thousands of dollars in the duffel bag.

17 Hit the pause button for a moment. Do you think at
18 that point Christian Dawkins said, Wait a minute, Mr. D'Angelo.
19 I don't know if I'm comfortable with all that cash in that
20 duffel bag. How about Munish Sood, the 45-year-old banker from
21 Princeton, New Jersey, presumably the voice of morality and
22 reason in the dynamic duo of Loyd Management? Do you think he
23 said, Zip the duffel bag back up, and pushed it towards
24 Mr. D'Angelo and said, You know what, I don't feel real
25 comfortable with all that cash in that duffel bag. How about

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Haney - Opening

1 if I give you some wiring instructions, or perhaps you can make
2 out a certified check to Loyd Management?

3 No. You're going to find from the evidence that
4 Christian Dawkins and Munish Sood, they were real comfortable
5 with that duffel bag full of cash on the yacht in Battery Park,
6 and the evidence will show Christian Dawkins picked up the
7 duffel bag, walked off the yacht, down the docks, into the
8 streets of New York.

9 Now, it's important that as you hear this case, and
10 the government explained to you some of the charges that are
11 facing my client, Christian Dawkins, and Mr. Code, that these
12 are crimes of specific intent. Again, I'm not going to
13 instruct or talk to you about what that means. However, you
14 are going to have to somewhat get into the mind of the young
15 man here and figure out what was going on.

16 As you're going to learn a little bit about Christian
17 Dawkins during the course of this trial, you're going to learn
18 that not only is he just 22 years old, he's from a town called
19 Saginaw, Michigan. And I don't presume any of you know where
20 Saginaw, Michigan is. It's a town of 70 miles northwest from
21 Detroit, economically underprivileged, dangerous little city;
22 affectionately known by us Michiganders. I'm from Michigan.
23 I'm a Michigander. That's what they call us. Affectionately
24 known as Sag-Nasty. Not in a bad way. Not in a pejorative
25 manner. They call it Sag-Nasty because you've got to be a

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Haney - Opening

1 little nasty to come out of Saginaw, Michigan. You've got to
2 be a little tough, a little resilient; you've got to be a
3 hustler, in the most complimentary of ways. And people from
4 Saginaw, Michigan make the most of opportunities because they
5 don't come around very often.

6 Ladies and gentlemen, you're going to find that on
7 this day, on that yacht in Battery Park, when that young man
8 was facing that duffel bag with thousands of dollars of cash,
9 that represented an opportunity for him to take his sports
10 management company and make it a reality, to live out his
11 dreams of being an NBA agent.

12 Now you're going to find from the evidence that after
13 this meeting, immediately after this meeting, for the next
14 several months thereafter, the months of May, June, July,
15 August, end of September, Christian Dawkins spends the next
16 several months working side by side with his new business
17 partners, Jeff D'Angelo and Jill Bailey, and Mr. Sood and
18 others. And they travel the country, as the government noted.
19 They have meetings in hotels, including Las Vegas. And
20 Christian Dawkins begins introducing his sports network to his
21 business partners.

22 What you're going to find from the very beginning of
23 this business relationship between Christian Dawkins and Jeff
24 D'Angelo, they don't get along. You see, Christian Dawkins
25 didn't know too many guys like Jeff D'Angelo when he grew up in

J4N9DAW1

Haney - Opening

1 Saginaw, Michigan. And he doesn't like Jeff D'Angelo. And
2 you're going to find, like most business disagreements, their
3 disagreements are based on money. You're going to find from
4 the evidence that some of it is a little offensive. I'm going
5 to let you know. Christian Dawkins, he calls Jeff D'Angelo
6 stupid. He calls him an idiot. He uses other pejorative terms
7 often preceded by the F word.

8 But you're going to find that Christian Dawkins
9 believes that Jeff D'Angelo, who he refers to often as the
10 young kid with the bread, or the young guy with the family
11 money, you're going to find from Christian Dawkins he believes
12 Jeff D'Angelo has one purpose and one purpose only, and that's
13 to fund Loyd Management; nothing more, nothing less.

14 You're also going to find, as the government
15 referenced, there was a good reason why Christian Dawkins had
16 very strong opinions about how Loyd Management should be
17 founded and how it should be structured. Because, you see,
18 prior to launching this sports agency, Loyd Management,
19 Christian Dawkins, barely out of his teens, had landed his
20 first job working for one of the biggest sports agencies in the
21 world here in midtown Manhattan, a sports agency called ASM
22 that was run by a powerful agent, basketball agent by the name
23 of Andy Miller. And ASM represented some of the most prominent
24 name in basketball. And while at ASM, even though he was
25 young, in his early 20s out of high school, Christian Dawkins

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Haney - Opening

1 was not the kid going down getting the bagel and the coffee in
2 the morning. He, in fact, was a rainmaker at ASM. He was
3 their top runner. He was their top recruiter, their top
4 relationship guy; a guy barely, again, out of high school, who
5 was trained and mentored by some of the most powerful agents in
6 sports, many of these guys lawyers.

7 And Christian Dawkins, when he was at ASM, he was the
8 guy who did all the dirty work for these agents at ASM. He did
9 the things that the attorneys there didn't want to do, were too
10 old to do -- and don't forget this one: If they ever got
11 caught, they could say they didn't do it.

12 So young Christian Dawkins was very valuable to ASM,
13 so valuable the evidence will show that the government now
14 seeks to blame him for things he was doing for his bosses back
15 in 2015 and 2016.

16 And despite having no experience at all in the sports
17 management space, which he didn't, Jeff D'Angelo had his own
18 business model that he wanted to employ, his own business model
19 that he thought would be the best way to sign an employer,
20 future clients to Loyd Management.

21 And you see Christian Dawkins didn't want to do that
22 model. He didn't like that model. And Christian Dawkins
23 you'll find from the evidence made it very clear he thought the
24 model Jeff D'Angelo wanted to employ was a waste of money.

25 So what is the modeled that Jeff D'Angelo wants to do?

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Haney - Opening

1 Well Jeff D'Angelo tells Christian Dawkins and others he
2 believes the best way for their new sports agency to acquire
3 clients is to pay college basketball coaches that the
4 government has characterized as bribes, to hopefully influence
5 the players on the college basketball teams that the coaches
6 were coaching to sign one day future management contracts with
7 Loyd Management. This was Jeff D'Angelo's business model.
8 You'll hear it referred to during the course of the trial as
9 the coaches' model. You'll hear Christian Dawkins and Merl
10 Code refer to it as the coaches' model during the trial. Now,
11 you're going to find from the evidence undeniably Christian
12 Dawkins thought the coaches' model was a complete waste of
13 money. And you'll learn from the evidence why he felt that
14 way.

15 Now don't get me wrong. I'm not going to mislead you
16 and suggest that Christian Dawkins would have been morally
17 opposed necessarily to paying coaches. You'll see from the
18 evidence while he was employed at ASM, working for his bosses,
19 they would pay pretty much whoever they needed to to get
20 clients. That occurred. Because that was his job.

21 But the evidence will overwhelmingly show that
22 Christian Dawkins believed paying coaches made no business
23 sense and that Christian Dawkins would have rather had the
24 money in his pocket to decide how to best use it to operate
25 Loyd Management.

J4N9DAW1

Haney - Opening

1 And then on the date of June 28, ladies and gentlemen,
2 in 2017, I submit the evidence will show a seminal moment
3 occurs in the relationship between Jeff D'Angelo and Christian
4 Dawkins. For those who aren't familiar with what a seminal
5 moment is, think back on any relationship you may have had in
6 your past, a relationship, perhaps a marriage or a job or a
7 first love that didn't work out. Usually over the passage of
8 time you can look back and point at a particular instance that
9 occurred where that relationship wasn't going to work out.

10 And on June 28, 2017 there's a seminal moment between
11 the relationship with Jeff D'Angelo and Christian Dawkins when
12 Jeff D'Angelo tells Christian Dawkins that he is funding Loyd
13 Management and Christian Dawkins is to follow the coaches'
14 model and pay college basketball coaches.

15 So what does Christian Dawkins do? And you're going
16 to find, if you remember that date of June 28, 2017, the very
17 day that seminal moment occurs, Christian Dawkins does
18 something, ladies and gentlemen, wildly immature, admittedly
19 dishonest, and I submit probably not too unpredictable. That
20 very day, the dude with the bread, the young guy with the
21 family money, the guy that he can't get along with tells him
22 he's going to do what he wants him to do. Christian Dawkins,
23 you're going to find from the evidence, he contacts his friends
24 and he vents to them about his disgust of Jeff D'Angelo and the
25 idiocy of the coaches' model. And one of the first people

J4N9DAW1

Haney - Opening

1 Christian Dawkins is going to call on that same day, on
2 June 28, 2017, is his good friend, Mr. Merl Code.

3 And he calls up Mr. Code and he tells Mr. Code, The
4 coaches' model doesn't make any sense. And then he tells
5 Mr. Code, I ain't going to pay no coaches. I know what I'm
6 going to do. And Mr. Code knows Mr. Dawkins so he finishes his
7 thought. And he says, We're going to take these fools' money.
8 And Christian Dawkins says, Exactly. I try to do things the
9 right way but they won't listen. So I'm going to take their
10 money.

11 And ladies and gentlemen, that's what he did.
12 Christian Dawkins is going to teach the young dude with the
13 bread a lesson. And, in fact, you're going to be presented
14 with evidence, overwhelming evidence that's exactly what he
15 did. There's going to be evidence that, yes, Jeff D'Angelo, he
16 did give Christian Dawkins money, tens of thousands of dollars
17 to pay coaches.

18 Yes, Christian Dawkins told Jeff D'Angelo he was going
19 to go pay those coaches, but he didn't. And I'm going to show
20 you he didn't. I'm going to show you on one occasion the
21 evidence is going to show that on one occasion he got cash from
22 Jeff D'Angelo in Las Vegas, told Jeff D'Angelo he was going to
23 go out in the hallway and pay a coach. And he took the
24 elevator downstairs and went out onto the streets and went down
25 to the Bank of America and he starts feeding the ATM machine

J4N9DAW1

Haney - Opening

1 with thousands of dollars.

2 Honest? No. Did he bribe a coach? The evidence is
3 going to show he absolutely did not.

4 And if that isn't crazy enough, Christian Dawkins
5 doesn't stop there. He wants everyone to teach Jeff D'Angelo a
6 lesson. You're going to be presented with evidence that
7 Christian Dawkins calls up his good buddy, Book Richardson, the
8 associate head coach at the University of Arizona, a coach that
9 Christian Dawkins is charged with bribing in this case. And he
10 calls up Coach Richardson. And he gives Coach Richardson a
11 little playbook how to hustle the money right out of Jeff
12 D'Angelo too. Actually says to him, Look, here's what the play
13 is going to be.

14 Now, I'm from Detroit, Michigan. If I hear somebody
15 say this is what the play is going to be, that means somebody
16 is about to lose some money and get hustled.

17 And you're going to hear from the evidence when
18 Christian Dawkins calls Book Richardson and tells him what the
19 play is going to be, Book laughs and says to Christian Dawkins,
20 What do I got to do to make sure you and I are good?

21 Quid pro quo. You heard those words, right? Sounds
22 like there's going to be some promise or return or agreement.

23 Christian Dawkins says in response to, What do I got
24 to do to make sure you and I are good, Christian Dawkins said,
25 I am Gucci.

J4N9DAW1

Haney - Opening

1 Now I don't know if any of you know what that means.
2 I have a feeling they don't know what that means. But the
3 evidence is going to show that "I'm Gucci" means I'm good, I
4 don't need anything from you. And the evidence is going to
5 show Christian Dawkins goes on and tells Book Richardson, I
6 don't care what you do with the money. I don't need anything.
7 Go on vacation if you want.

8 So what does Book Richardson do, the coach of Arizona?
9 He gets \$20,000 too out of Jeff D'Angelo, just like Christian
10 told him the play was going to be. And you're going to see
11 evidence Tony Bland, coach from USC; Lamont Evans, coach of
12 Oklahoma State; Preston Murphy, coach of Creighton; Corey
13 Butler, another college basketball coach from Texas Christian;
14 and others, including the government's own cooperating witness,
15 they all take the school's money.

16 In fact, the government's own cooperating witness,
17 Munish Sood, is going to testify in this case, you're going to
18 find evidence that he's telling Christian Dawkins, calling Jeff
19 D'Angelo an idiot. And at one point when Christian Dawkins and
20 Munish Sood are laughing about why would Jeff D'Angelo have
21 paid Book Richardson, Munish Sood says, Hey, he's asleep.
22 Don't wake him up.

23 Ladies and gentlemen, my client, the young kid from
24 Saginaw, Michigan, he's loving every minute of it. In fact,
25 you're going to find they all are. They're all laughing about

J4N9DAW1

Haney - Opening

1 how easy it is to take Jeff D'Angelo's money.

2 Here is the greatest part of the story at all, ladies
3 and gentlemen. The guy with the bread, the young dude with the
4 family money, the guy with thousands of dollars in cash on the
5 yacht in Battery Park, the guy who Merl Code and Christian
6 Dawkins are laughing about taking the school's money, the guy
7 who is getting hustled out of his money, every step of the way,
8 he is not an investor after all. He is an undercover FBI
9 agent. And Christian Dawkins, Munish Sood, and others have no
10 idea.

11 Now, ladies and gentlemen, in closing, I want you to
12 remember the most important thing I can impress upon you in
13 this opening statement. This is not a case of whether or not
14 Christian Dawkins was wrong about teaching Jeff D'Angelo a
15 lesson. This is not a case of whether or not Christian Dawkins
16 was wrong about hustling a bumbling, fumbling FBI agent out of
17 his money. This is not a case of whether Christian Dawkins was
18 wrong about defrauding an investor. This case is simply a case
19 of whether or not my client took that money from Jeff D'Angelo
20 with the intent of bribing coaches. And, ladies and gentlemen,
21 I submit to you based on the evidence that you're going to see
22 that simply did not happen. And I submit that after you hear
23 the evidence in this case that I promise you're going to hear
24 during this trial, you will all not just come back, you will
25 race back with a verdict of not guilty to tell the government

J4N9DAW1

Opening - Mr. Mathias

1 that you are not going to condemn a man for something he did
2 not do no matter how embarrassing it may have been.

3 Thank you.

4 THE COURT: Thank you, Mr. Haney.

5 MR. HANEY: Thank you, your Honor.

6 THE COURT: Did Mr. Code wish to make an opening
7 statement?

8 MR. MATHIAS: Yes, your Honor.

9 THE COURT: Mr. Mathias.

10 MR. MATHIAS: May it please the Court, counsel, and
11 ladies and gentlemen of the jury. My client, Merl Code, his
12 story is not inconsistent with Christian Dawkins's store but he
13 is not the star of this show. He is not the star of the show.

14 Merl Code had no problem getting paid to introduce
15 coaches to Jeff D'Angelo but he did not get paid to bribe
16 coaches. On June 20, 2017 Merl Code flew here, New York City,
17 from his home in Greenville, South Carolina. He was here to
18 meet his friend, Christian Dawkins, and people who he thought
19 were investors in Loyd Management. Well, there were additional
20 people in the room. We now know that two of those folks in
21 that room, Jeff D'Angelo and Jill Bailey, were undercover FBI
22 agents and a third was the long-term fraudster named Marty
23 Blazer. He was working undercover for the FBI to try and keep
24 himself out of jail. You've heard about some of the crimes to
25 which he's pled guilty. Some of them -- some of them included

J4N9DAW1

Opening - Mr. Mathias

1 fraud, identity theft, and creation of false documents to
2 deceive government agents. He is not just someone who misused
3 investor funds.

4 In that room the FBI agents and Blazer were trying to
5 trap Mr. Code, Mr. Dawkins, a guy named Munish Sood, who you
6 heard about, and others in the alleged conspiracy that we're
7 here talking about. This conspiracy was dreamed up by the FBI
8 and Blazer. It was their idea to pay bribes to college coaches
9 in exchange for the coaches sending topnotch future NBA players
10 as clients to Loyd Management.

11 As the evidence will show, Merl Code did a lot of
12 listening and some talking at that meeting on June 20. He
13 explained how the business side of basketball worked. When the
14 idea of sponsoring colleges or paying coaches came up, Merl
15 said it was a bad idea and unnecessary. And he's got a lot of
16 experience in basketball. The evidence will show, in Merl's
17 mind, if the goal is to get clients for Loyd Management, paying
18 coaches was not the way to go.

19 Also, the evidence will show that on multiple
20 occasions Merl resisted the proposal cooked up by the
21 undercover FBI agents and Blazer who were pushing the plan to
22 pay coaches so that they could try and rack up convictions for
23 the FBI and a favorable plea deal for Mr. Blazer.

24 You'll also hear evidence that there were meetings
25 between various assistant coaches, D'Angelo, and Marty Blazer

J4N9DAW1

Opening - Mr. Mathias

1 in Las Vegas the last week end in July of 2017. Merl was not
2 at those meetings. He has no firsthand knowledge of what took
3 place at those meetings.

4 You will hear evidence that before and after these
5 meetings Merl told Christian, Blazer, Munish Sood that no one
6 was to pay his guys. No one was to pay his coaches.

7 And you'll hear evidence that when arranging the
8 meetings in Las Vegas he told his guys, his coaches, do not
9 take money. He was getting paid to introduce coaches to
10 D'Angelo, not to get coaches to D'Angelo who were willing to
11 take bribes. Nonetheless, Merl Code is sitting in this
12 defendant's chair today because the government says that he was
13 part of the conspiracy to bribe college coaches.

14 The government has to prove each and every element of
15 the crime with which Merl is accused beyond a reasonable doubt.
16 I submit the government will be unable to carry its burden for
17 one simple reason. The evidence will show that Merl Code did
18 not want to bribe coaches.

19 So who are the people with me today? I'm Andrew
20 Mathias from Greenville, South Carolina where Merl is from.
21 Also with me are Mark Moore and Allen Chaney. You'll see us up
22 here at various parts of the trial.

23 Who are the judges in this courtroom? Might be not a
24 question. Obviously, Judge Ramos is the presiding judge. But
25 all of you are judges. You are the judges of the facts. You

J4N9DAW1

Opening - Mr. Mathias

1 and you alone collectively decide whether the government has
2 met its burden of proof and you will do so based on the
3 application of your own good common sense to the evidence
4 admitted in this case.

5 As Judge Ramos told you earlier, Merl cannot being
6 convicted unless and until the government, that is his accuser,
7 proves the charges against him to each and every one of you by
8 the highest standard in our legal system, beyond a reasonable
9 doubt.

10 That is the government's job. It is not our job to
11 disprove their guilt. It is the government's job to prove
12 beyond a reasonable doubt, and you have the ability to do that
13 based on the facts. You decide that based on the facts. And
14 yes, I did say common sense. At the end of this case after
15 you've heard all of the testimony we're definitely going to ask
16 you to use your common sense in your role as judges in
17 considering whether or not the government has met its burden of
18 proof. This is based both on the evidence they do present but
19 also the evidence they do not present.

20 So who is Merl Code? Merl was born in Greenville,
21 South Carolina in 1974 to Merl, Sr. and Denise Code. He has
22 one sister. He lives in Washington, D.C. and a wife Candace,
23 who lives with him in Greenville, South Carolina; two sons,
24 Layton and August.

25 Merl was a high school, college, and professional

J4N9DAW1

Opening - Mr. Mathias

1 basketball player. He retired from basketball in 2001. And
2 after retiring Merl needed to find a job. He got a job with
3 Nike and he worked there from 2001 to 2014. At first he lived
4 in Chicago and he was a representative to NBA teams on behalf
5 of Nike, working with shoe deals, getting to know coaches,
6 players, executives.

7 In 2010 Merl transitioned into a different position.
8 He was the director of Elite Youth Basketball for Nike. That's
9 the EYBL, as they call. It's essentially AAU basketball. A
10 lot of the shoe companies have their own: Nike, Under Armour,
11 Adidas. The Nike version is the EYBL. And he lived in Oregon
12 for that.

13 In both those roles, Merl got to know everyone in
14 college basketball. It's undoubtable that he had a vast
15 network.

16 And in 2014 he moved back to South Carolina when his
17 father fell ill with cancer and he went back to help.

18 Then in 2015 after his father recovered he took the
19 position as a consultant with Adidas to help with their
20 basketball program, their youth basketball program that they
21 call Adidas Nation.

22 And as I've said, over Merl's career in basketball, he
23 made many friends and contacts. One of these contacts was
24 Christian Dawkins.

25 Merl first met Christian in approximately 2015 when

J4N9DAW1

Opening - Mr. Mathias

1 Christian was, as Mr. Haney said, working for a prominent NBA
2 agent, Andy Miller, and his company ASM Sports. The two
3 quickly developed a friendship and Christian looked up to Merl.

4 In May of 2017 Christian started the company you've
5 already heard about, Loyd Management. Loyd was going to
6 provide professional services such as handling marketing deals
7 and managing financial affairs of athletes alongside financial
8 professionals. You might hear evidence that Merl was at one
9 point talking with Christian about becoming an owner and
10 investor in Loyd Management. That never happened.

11 (Continued on next page)

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J4NDaw2

Opening - Mr. Mathias

1 MR. MATHIAS: During the time period that Merl was a
2 consultant for Adidas, he was free to have other jobs and other
3 consulting relationships. He was a consultant for companies
4 and other industries, such as wealth management, apparel, and
5 the energy industry. And in each of these roles, Merl used his
6 vast network connections in the basketball world to help each
7 and every client develop relationships that were beneficial to
8 them.

9 In the summer of 2017, Christian asked Merl if he'd be
10 interested in coming to a meeting where potential Loyd
11 Management investors would be and talk to them about the
12 basketball business. At first he declined. He was with his
13 family. It was the summer. His son was out of school. But
14 later Christian came back to Merl and invited him to talk to
15 the investors. This time he was a bit more specification.
16 There's a meeting here in New York on June 20, as I said, and
17 Christian would pay Merl \$5,000 in a consulting fee for
18 attending. So there was a time, there was a place, he knew who
19 was there, and he would be paid.

20 Merl agreed to come. What Christian did not tell Merl
21 is that two weeks earlier he had been on a yacht with Munish
22 Sood, Jeff D'Angelo, Joe Bailey, and there were tens of
23 thousands of dollars in cash that were given to him on that
24 yacht. Merl didn't know that. Merl thought he was simply
25 showing up and meeting with a group of investors. When Merl

J4NDaw2

Opening - Mr. Mathias

1 arrived at the meeting on June 20 he was introduced to four
2 supposedly Loyd Management investors. Two, as we've said, were
3 undercover agents, Jeff D'Angelo and Joe Bailey. The others
4 were Marty Blazer and Munish Sood. You will hear from them.
5 The government has also indicated to us that they will call
6 only Blazer and Sood but not the undercover agent.

7 Even on the day of the meeting, Merl didn't really
8 know what he was supposed to do or what he was supposed to say.
9 He was Christian's friend and was being paid for his time.
10 During the meeting, which only lasted a couple of hours, the
11 evidence will show that Merl explained the basketball business,
12 and he was paid the promised fee. Also during the meeting,
13 D'Angelo expressed a desire to build a network of assistant
14 coaches in order to build a client base for Merl -- for Loyd
15 Management. Well, Merl was interested in acting as a
16 consultant for Loyd and being paid for his services. As the
17 evidence will show, he was never on board with paying coaches,
18 and in fact, he took concrete steps to make sure coaches, his
19 coaches, his friends, did not take bribes.

20 During the course of the trial, pay close attention
21 and be on the lookout for evidence presented by the government
22 that indicates Merl wanted to pay coaches or even thought it
23 was a good idea. I submit you will not find any. I expect
24 what the evidence will show is that after the meeting on
25 June 20, Merl and Christian had a conversation on the 21st, and

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Opening - Mr. Mathias

1 Merl and Christian talked about how Jeff's idea of sponsoring
2 30 colleges didn't make sense. The evidence will also show
3 that it didn't make sense because if the goal was to get
4 clients, or players, for Loyd Management, by the time the good
5 players are in college, they already have people that they
6 listen to. They're not listening to their college coaches.

7 I also anticipate that the evidence will show that one
8 week later, on June 28, Merl and Christian talk again about how
9 paying coaches was a bad idea, but they wanted to get paid for
10 making introductions if that's what Jeff D'Angelo wanted to do.
11 Merl did not agree to make bribes. He wanted to get paid for
12 making introductions.

13 I also expect the evidence will show that on July 5,
14 Merl told Christian again he was willing to set D'Angelo up
15 with coaches, but he was going to tell coaches not to take any
16 money. Merl took it one step further. He tells Christian this
17 is what he's going to do so long as D'Angelo knows.

18 Then I believe the evidence will show that on July 8
19 Christian again -- Merl tells Christian again that Jeff needs
20 to understand he can't go into these meetings, the meetings in
21 Las Vegas, with the attitude of, hey, I'm going to put some
22 money in their pocket. At this point Merl has told Christian
23 multiple times that he's not introducing coaches to be bribed.

24 Finally and very, very importantly, on July 10 Merl
25 actually has a conference call with Munish Sood and Jeff

J4NDaw2

Opening - Mr. Mathias

1 D'Angelo where Merl emphasized to D'Angelo in no uncertain
2 terms, the coaches I'm going to put in contact with you are not
3 going to take money. In between June 20, 2017, when Merl was
4 here in New York meeting with the investors and the meetings in
5 Las Vegas where Merl wasn't in attendance but Christian was
6 with Blazer and D'Angelo and the coaches, Merl called his
7 coaches, Merl called his friends, and said: You're going to be
8 in Las Vegas recruiting at this tournament anyway. Will you,
9 as a favor to me, go meet with these guys, show up. They're
10 going to pay me a \$5,000 fee for making the introduction. And
11 do not take money.

12 Now one critical fact here is that while Merl's phone
13 was tapped in this investigation, it was not tapped until the
14 first week of August. So any of those conversations between
15 June 20 and the meetings in Las Vegas were not recorded.

16 Merl did not want to go to Las Vegas, as I said,
17 because he and his family were in Orlando. Christian agreed to
18 facilitate the meetings, but he arranged -- Merl arranged the
19 meetings knowing that he had told Christian and D'Angelo his
20 guys weren't going to be paid, and he had told his guys, do not
21 take money from them. And after the meetings, again Merl had
22 no idea what happened. He continued telling people that my
23 guys aren't going to be paid. The evidence will show that on
24 August 8, 2017, Merl and Munish talk again, and Merl tells
25 Munish: No, no, you're not paying my guys.

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Opening - Mr. Mathias

1 Now, during the course of this trial, you're going to
2 hear from Marty Blazer and Munish Sood. In fact, I believe the
3 government is going to rest its entire case, as I said, on
4 their testimony and their version of events interpreting the
5 recordings that you are going to hear. As you've heard, part
6 of your job as jurors is to determine the credibility of all
7 witnesses. And with these in particular, you should pay very
8 close attention to what motive they have to testify and
9 particular attention to the reasons they might have to say what
10 they think the government wants them to say.

11 You're going to hear that both Blazer and Sood have
12 pled guilty to multiple crimes. In fact, you've already heard
13 that. With respect to Blazer, you're going to hear, despite
14 the fact the government caught him stealing from his clients
15 and then stealing from other clients to pay back those clients
16 and then lying to the government about it, they didn't arrest
17 him. What they did was fund him traveling across the country
18 setting up people in this conspiracy to expose corruption in
19 college basketball, but in a way that they came up with.
20 You're also going to hear about Blazer and Sood's cooperation
21 with the government can buy them a lenient sentence. You
22 should question whether that gives them a motive to testify
23 again in a way that they believe best suits their interest and
24 the interest of the government.

25 I've talked about what the evidence is going to show,

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Opening - Mr. Mathias

1 but you should also be thinking about what it doesn't show, as
2 I've said. For instance, pay attention to who doesn't testify
3 and think about what they could have told you. See if the
4 government calls the undercover agents or whether they call the
5 coaches that took bribes. Remember, it is the government's
6 burden to prove Merl guilty beyond a reasonable doubt, and
7 consider whether their failure to call these coaches in and of
8 itself creates reasonable doubt in your mind.

9 MR. MARK: Objection.

10 THE COURT: Overruled.

11 MR. MATHIAS: Ladies and gentlemen, that's essentially
12 a preview of Merl's perspective of the evidence that we believe
13 will be presented at trial. The government is the only one, as
14 I said, with the burden of proof in this case, and it's the
15 highest standard of proof in our legal system. The government
16 has to prove all of the charges in this case beyond a
17 reasonable doubt, and to do so, they must prove that Merl Code
18 knowingly and intentionally entered a conspiracy to bribe --
19 for the specific purpose of bribing college coaches.

20 Listen carefully to the evidence presented during the
21 trial as you consider both Merl Code's specific words and his
22 specific actions. The government bears the burden of proving
23 Merl's intent, but what they have brought you today is a man
24 who told every coach he talked to, don't take money, and told
25 the FBI and the government's cooperating criminals, you're not

J4NDaw2

Opening - Mr. Mathias

1 paying my guys. It is your job and your duty to hold the
2 government to their burden of proof. And at the end of this
3 case, I will ask you to do just that and render a verdict which
4 speaks the truth in this case, a verdict of not guilty.

5 Thank you.

6 THE COURT: Thank you, Mr. Mathias.

7 Will the government please call its first witness.

8 MR. BOONE: Yes, your Honor. Although we do have a
9 stipulation we'd like to read first.

10 THE COURT: Very well.

11 MR. BOONE: Is it all right if I go to the podium?

12 THE COURT: Absolutely.

13 Ladies and gentlemen, as I told you earlier, a
14 stipulation is simply an agreement amongst the lawyers.

15 Mr. Boone.

16 And as I told you yesterday, we'll be going until
17 about 11 o'clock, approximately, and then taking our first
18 break.

19 MR. BOONE: It is hereby stipulated and agreed by and
20 between the United States of America by Geoffrey S. Berman,
21 United States Attorney, Robert L. Boone, Noah Solowiejczyk, and
22 Eli J. Mark, Assistant United States Attorneys, of counsel,
23 Christian Dawkins, the defendant, by and with the consent of
24 his attorney, Steve Haney Sr., and Merl Code, the defendant, by
25 and with the consent of his attorneys, Mark Moore, Andrew

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Opening - Mr. Mathias

1 Mathias, Allen Chaney, and Darren Haley.

2 If called as a witness at trial, a custodian of
3 records with the University of Southern California would
4 testify that Government Exhibits 701 through 712, including all
5 parts and subdivisions thereof, are true and correct copies of
6 records obtained from the University of Southern California;
7 that the original records were all made at or near the time by,
8 or from information transmitted by, a person with knowledge of
9 the matters set forth in the records; that they were kept in
10 the ordinary course of the University of Southern California's
11 regularly conducted business activity; and that it was the
12 regular practice of that business activity to make the records.

13 If called as a witness at trial, a custodian of
14 records from the Oklahoma State University would testify that
15 Government Exhibits 801 through 814, including all parts and
16 subdivisions thereof, are true and correct copies of records
17 obtained from the Oklahoma State University; that the original
18 records were all made at or near the time by, or from
19 information transmitted by, a person with knowledge of the
20 matters set forth in the records; that they were kept in the
21 ordinary course of Oklahoma State University's regularly
22 conducted business activity; and that it was the regular
23 practice of that business activity to make the records.

24 If called as a witness at trial, a custodian of
25 records from the University of Arizona would testify that

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Opening - Mr. Mathias

1 Government Exhibits 901 through 906, including all parts and
2 subdivisions thereof, are true and correct copies of records
3 obtained from the University of Arizona; that the original
4 records were all made at or near the time by, or from
5 information transmitted by, persons with knowledge of the
6 matters set forth in the records; that they were kept in the
7 ordinary course of the University of Arizona's regularly
8 conducted business activity; and that it was the regular
9 practice of that business activity to make the records.

10 If called as a witness at trial, a custodian of
11 records from the University of South Carolina would testify
12 that Government Exhibits 1001 through 1006, including all parts
13 and subdivisions thereof, are true and correct copies of
14 records obtained from the University of South Carolina; that
15 the original records were all made at or near the time by, or
16 from information transmitted by, a person with knowledge of the
17 matters set forth in the records; that they were kept in the
18 order course of the University of South Carolina's regularly
19 conducted business activity; and that it was the regular
20 practice of that business activity to make the records.

21 If called as a witness at trial, a custodian of
22 records from Creighton University would testify that
23 Exhibits 1101 through 1106, including all parts and
24 subdivisions thereof, are true and correct copies of records
25 obtained from Creighton University; that the original records

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Opening - Mr. Mathias

1 were all made at or near the time by, or from information
2 transmitted by, a person with knowledge of the matters set
3 forth in the records; that they were kept in the ordinary
4 course of Creighton University's regularly conducted business
5 activity; and that it was the regular practice of that business
6 activity to make the records.

7 If called as a witness at trial, a custodian of
8 records from Texas Christian University would testify that
9 Government Exhibits 1201 through 1208, including all parts and
10 subdivisions thereof, are true and correct copies of records
11 obtained from Texas Christian University; that the original
12 records were all made at or near the time by, or from the
13 information transmitted by, a person with knowledge of the
14 matters set forth in the records; that they were kept in the
15 ordinary course of the Texas Christian University's regularly
16 conducted business activity; and that it was a regular practice
17 of that business activity to make the records.

18 It is further stipulated and agreed that this
19 stipulation may be received into evidence as a government
20 exhibit at trial.

21 At this time, your Honor, the government moves to
22 admit Government Exhibit 1907 and, obviously, the exhibits
23 referenced within that exhibit.

24 THE COURT: I take it there's no objection to the
25 stipulation?

J4NDaw2

Miller - Direct

1 MR. MOORE: None for Mr. Code, your Honor.

2 MR. HANEY: None for Mr. Dawkins, your Honor.

3 (Government's Exhibits 701 to 712, 801 to 814, 1001 to
4 1006, 1101 to 1106, 1201 to 1208, and 1907 received in
5 evidence)

6 THE COURT: Very well. Ladies and gentlemen just to
7 summarize, because your ears haven't yet gotten used to
8 legalese, this is a stipulation that certain documents can come
9 into evidence from various universities.

10 Does that podium go back a little further? Very well.

11 MR. BOONE: Your Honor, the government calls
12 Christopher Chance Miller.

13 THE COURT: Mr. Miller, please step all the way
14 forward, step up to the witness stand and remain standing, and
15 please look out on the floor for any wires.

16 CHRISTOPHER CHANCE MILLER,

17 called as a witness by the Government,

18 having been duly sworn, testified as follows:

19 DIRECT EXAMINATION

20 BY MR. BOONE:

21 Q. Good morning, Mr. Miller.

22 A. Good morning.

23 Q. How old are you?

24 A. Thirty-five.

25 Q. How far did you go in school?

J4NDaw2

Miller - Direct

1 A. I graduated New York Law School with my JD in 2008.

2 Q. Where did you go to college?

3 A. Went to the University of Tennessee for undergrad.

4 Q. What did you study there?

5 A. Sport management and business administration.

6 Q. Are you currently employed?

7 A. I am. I'm employed as the senior associate athletics
8 director at the University of South Carolina athletics
9 department.

10 Q. How long have you held that position?

11 A. I've been there since April of 2013.

12 Q. What are your responsibilities in that position?

13 A. It varies. I oversee our compliance department, which is a
14 department that is entrusted with enforcing and educating on
15 NCAA; our conference, Southeastern Conference; and
16 institutional rules and policies and procedures. I also
17 oversee a few sports, football and swimming and diving. That
18 entails hiring coaches, overseeing the budget process,
19 scheduling games, and any issues that may come up. And then I
20 also oversee our nutrition and dining for the whole athletics
21 department.

22 Q. How long have you held your current position?

23 A. I've been the senior associate athletics director for about
24 a year and a half now.

25 Q. Have you held any other positions at the University of

J4NDaw2

Miller - Direct

1 South Carolina?

2 A. Yes. When I came into South Carolina in April 2013, I was
3 the assistant athletics director for compliance. In that
4 position, I oversaw our certification department which worked
5 with keeping student athletes and incoming prospective student
6 athletes, high school students that were going to enroll,
7 eligible, and then also overseeing their financial aid and
8 scholarships. I held that title for about three years until I
9 was promoted to the associate athletics director where I
10 oversaw all the day-to-day operations for our compliance
11 office.

12 Q. Prior to working at the University of South Carolina, where
13 did you work?

14 A. I worked at the NCAA, which is the national governing body
15 for college athletics in Indianapolis, Indiana.

16 Q. How long did you work for the NCAA?

17 A. I worked there from 2009 until March of 2013 when I
18 accepted the job at South Carolina.

19 Q. Could you explain, sort of in layman's terms, what is the
20 purpose of the NCAA.

21 A. The NCAA is the governing body that governs all college and
22 university athletics departments. The NCAA is broken up into
23 several different departments, but the purpose of it is to
24 enforce the rules that colleges and universities vote on to
25 govern itself and also to host championships.

J4NDaw2

Miller - Direct

1 Q. So these rules, I take it, are governing athletics
2 competition?

3 A. Yes, they govern athletics competition. They govern
4 personnel and how you can and cannot operate under the guidance
5 of the NCAA.

6 Q. What was your position with the NCAA?

7 A. When I first started, I was an assistant director of
8 enforcement in the agent, gambling, and amateurism department.
9 It was a small department within the overall broader
10 enforcement department. I was tasked with investigating and
11 educating agent-related inquiries and investigations, sports
12 wagering investigations, and high-profile amateurism
13 investigations as it related to football, basketball, and
14 baseball.

15 Q. So taking a step back, what's the purpose of the
16 enforcement division in general?

17 A. The enforcement department is created by the NCAA to really
18 enforce the rules that colleges and universities vote on. As
19 part of the governing structure, colleges, universities, such
20 as South Carolina, we have voting privileges to be able to put
21 forward new legislation that would govern our activities. And
22 then we and other institutions vote on those when they go into
23 what we call our legislation. The enforcement department is
24 tasked with enforcing those rules and make sure that if they're
25 violated, they work with the university and the college's

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1 compliance office to determine whether or not those rules were
2 violated and, if they were, what type of penalties will be put
3 in place going forward.

4 Q. Now, you said within that division you worked specifically
5 on what exactly?

6 A. It was called the agent, gambling, and amateurism
7 department. I really focused on agent-related investigations,
8 sports wagering investigations, and any high-profile amateurism
9 cases.

10 Q. What's an agent?

11 A. An agent is someone who represents an athlete in their
12 professional endeavors. An agent -- what we looked at were the
13 agents that were certified by the players associations for
14 professional leagues, such as the NFL Players Association, the
15 NBA Players Association. We were looking at anybody trying to
16 recruit a student athlete to represent them in their
17 professional career outside of college.

18 Q. Why was the NCAA concerned with that?

19 A. The NCAA and its member institutions, all the universities
20 and colleges, have voted to put forward bylaws that regulate
21 what a student athlete and his or her family members can
22 receive from outside entities, including agents or anyone who
23 works with an agent, and that is to maintain what we consider
24 their amateurism status. We are an amateurism organization and
25 an amateurism governing body, and we want to maintain that by

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1 not allowing student athletes to receive any type of
2 impermissible, or what we have voted on as impermissible,
3 benefits that come from any outside sources.

4 Q. How long did you hold that position with the NCAA?

5 A. I was an assistant director and AGA for about three, three
6 and a half years, and then the NCAA enforcement department went
7 through a restructuring where I was put back into the overall
8 enforcement area. It was just an internal restructuring, but I
9 still focused on a lot of the agent and high-profile amateurism
10 cases.

11 Q. I want to focus now specifically on the University of South
12 Carolina for a moment. Where is the University of South
13 Carolina located?

14 A. Columbia, South Carolina.

15 Q. Is it a public or private institution?

16 A. It is a public.

17 Q. Approximately how many students attend?

18 A. It's around 34,000, and that includes graduate,
19 undergraduate, and commuters.

20 Q. You testified earlier you obviously work in the athletics
21 department. How many athletic teams does the university field?

22 A. We have 19 sports.

23 Q. Does that include men's and women's sports?

24 A. Yes, it does.

25 Q. What are some of the sports?

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1 A. We have football, men's and women's basketball, baseball,
2 softball, women's volleyball, women's beach volleyball, men's
3 and women's tennis, men's and women's swimming and diving,
4 men's and women's indoor and outdoor track and field, and men's
5 and women soccer, and equestrian.

6 Q. Is South Carolina considered to be a member of the NCAA?

7 A. Yes, it is.

8 Q. What does it mean to be a member of the NCAA?

9 A. To be a member of the NCAA, we're actually part of Division
10 I. The NCAA is broken up into three divisions. Division I is
11 really your larger institutions that have larger athletics
12 department budgets and attendance at some of your football and
13 basketball games. To be a part of the NCAA just means that we
14 have agreed to abide by the governing body's legislation and
15 its activities and how it conducts its championships and
16 day-to-day activities.

17 Q. Are there NCAA rules that are specific to Division I
18 universities?

19 A. Yes, there are. There are several different sections of
20 the rule book that pertain to Division I. You have everything
21 from what we call Bylaw 11, which is a lot of legislation that
22 governs personnel decisions, how many coaches and staff members
23 you can hire for each sport, what they can and cannot do in
24 terms of coaching limitations. You have Bylaw 12, which is a
25 lot of legislation that regulates amateurism activities for

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1 student athletes. Bylaw 13 has to do with recruiting high
2 school prospective student athletes and what coaches and staff
3 members can and cannot do in terms of recruiting and contacting
4 those high school-aged prospects. And then Bylaw 14 and 15
5 really relates to eligibility and scholarship limitations and
6 what type of scholarships and financial aid a student athlete
7 can receive. And then Bylaw 16 is really your extra benefits
8 and what can and cannot be provided to a student athlete from
9 either a staff member, such as myself or a coach, or some
10 outside entity.

11 Q. What happens if a school violates one of the NCAA's rules?

12 A. It depends on what type of level violation that is.

13 There's a structure in the NCAA in terms of violations. Level
14 I is your most egregious violations. Those are your
15 intentional actions. Level II are also serious violations, but
16 maybe you have some mitigation that mitigates it down from a
17 Level I to a Level II. And then Level III violations are
18 really violations that are accidental or violations that just
19 did not know the rules correctly and aren't as serious, and we
20 as an institution can put our own penalties in place and
21 educate to try to prevent those from going forward.

22 If one of those violations do occur, the compliance
23 offices at the universities and colleges will look into those.
24 Depending on the severity, if it's a Level I or Level II,
25 usually you'll work jointly with the NCAA's enforcement staff

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1 to investigate those potential violations. And if there is a
2 violation, it usually -- either we agree with the NCAA
3 enforcement staff on the violation and the type of penalties to
4 put in place and then there's a public report that is issued
5 and those penalties are detailed, or if there's a disagreement
6 or not an agreement to all the facts and violations, we have to
7 go in front of the committee on infractions, which is a
8 quasi-judicial branch made up of other member institutions,
9 athletic directors, coaches that will determine whether or not
10 those violations have occurred; and then they will put in
11 penalties based on those violations.

12 Q. So breaking that up a little bit, what's an example of a
13 Level I violation?

14 A. Level I violation would be intentionally paying a high
15 school prospect to come to your institution. Any type of
16 intentional benefits that are trying to sway -- persuade a
17 prospect or their family members to attend your institution.

18 Q. What are some examples of the types of penalties that can
19 be imposed for a Level I violation?

20 A. Depending on the severity of the Level I, you have
21 penalties that range from -- you'll have an institutional fine
22 where the NCAA will fine the institution a certain amount of
23 money. You will have a reduction in scholarships or could have
24 a reduction in scholarships that you can offer to incoming
25 student athletes. You could have a reduction in how many days

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1 you can go out to recruit. You could have staff members be
2 terminated from their employment or have a show cause issued on
3 them, which means that you have to show the NCAA good cause on
4 why you want to still retain that staff member. And then you
5 could also have student athletes that are ineligible, and you
6 could also have to forfeit any contests that you played an
7 ineligible student athlete in.

8 Q. Do the NCAA rules also govern the conduct of family members
9 of student athletes?

10 A. They do, yes.

11 Q. How so?

12 A. There are certain rules that pertain to student athletes on
13 what they can and cannot accept in terms of what the NCAA has
14 considered impermissible benefits, and some of those rules do
15 pertain to family members and friends of those student
16 athletes.

17 Q. Now, you've addressed this a little bit in some of your
18 other answers, but are there particular rules that govern the
19 conduct of college coaches?

20 A. Yes, there are. There are a lot of rules that pertain to
21 governing coaches and what they can and cannot do on and off
22 the field in terms of coaching, what they can and cannot do in
23 terms of recruiting high school student athletes, and then what
24 they can and cannot provide the student athletes.

25 Q. What happens if a coach commits a Level I infraction?

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1 A. If a coach commits a Level I infraction, the university
2 will work with the enforcement staff at the NCAA to determine
3 that level of the Level I, whether or not it's an aggravated or
4 a mitigated Level I. And then there will be penalties put in
5 place, and then the institution will have to determine at that
6 point in time whether or not they are going to terminate --
7 terminate the coach from their employment.

8 Q. Now, based on your experience with the NCAA and at USC,
9 University of South Carolina, do you know if a coach taking
10 cash from a sports agent or a financial adviser in exchange for
11 directing that coach's players to retain the services of that
12 adviser or agent would be considered a Level I infraction?

13 A. Yes, in my experience.

14 Q. Are you familiar with someone named Lamont Evans?

15 A. I am.

16 Q. How are you familiar with him?

17 A. He was the assistant men's basketball coach at the
18 University of South Carolina when I came on staff in 2013.

19 Q. Do you know, approximately when was he a coach at South
20 Carolina?

21 A. He was on staff in 2013 when I got there. I don't know
22 when he started at South Carolina, but he remained at South
23 Carolina when I was there until after our Final Four season in
24 2017.

25 Q. Do you know why Evans left South Carolina?

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1 A. Yes. He took a position at Oklahoma State University.

2 Q. How are coaches like Evans hired at the University of South
3 Carolina?

4 MR. HANEY: Objection, your Honor.

5 THE COURT: Is there an objection to that question?

6 MR. HANEY: Yes, there is, your Honor.

7 THE COURT: It's overruled.

8 MR. HANEY: Thank you.

9 A. For hiring a coach, when we go to hire a head coach, the
10 sport administrator, such as myself, and the athletics director
11 will work to determine what head coach we're going to hire.
12 That head coach will go through a vetting process. We'll do a
13 criminal background check. We do a check with the NCAA and our
14 Southeastern Conference to determine if there are any prior
15 investigations or inquiries into those coaches.

16 And then once we determine the head coach and hire the
17 head coach, we meet with that coach, and we'll give the head
18 coach a salary pool to be able to go out and fill his or her
19 staff with assistant coaches and personnel. When the head
20 coach is looking to hire someone and has a name or some
21 background, they will provide that to myself and the compliance
22 staff, and then we will do our own inquiry, whether it's a
23 criminal background check or calling the NCAA and our
24 Southeastern Conference to determine whether they have any
25 prior issues within college athletics.

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1 Q. Are coaches at South Carolina given contracts with the
2 university once they are hired?

3 A. They are, yes.

4 Q. Why is that?

5 A. We give them a contract that lays out the compensation
6 terms, the years that the agreement will be in place. It also
7 details out what type of benefits they receive as a state
8 employee and as an athletics department employee, and then it
9 also has language in there that details out what our
10 expectations are of that coach and what policies and rules that
11 they need to follow moving forward.

12 Q. What benefit, if any, is there in having a written
13 contract?

14 A. Well, it's -- written contract's twofold. It's to lay out
15 those terms and those expectations for the coach so that the
16 coach is aware of them, and then it also allows us to be able
17 to either renegotiate those terms at the end of the contract if
18 we want to keep the coach or if something happens where the
19 coach has provided us with cause to terminate that employment,
20 that for cause language is in the contract.

21 THE COURT: Mr. Boone, it's 11 o'clock, so we're going
22 to take our first break.

23 Ladies and gentlemen, 15 minutes. So please be
24 prepared to come back out at 15 minutes after the hour. Do not
25 discuss the case. (Jury excused)

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(Jury not present)

THE COURT: People can be seated.

Any work for me?

MR. HANEY: No, your Honor.

MR. BOONE: Your Honor, should the witness stay on the stand?

THE COURT: No, he can step down, absolutely. Don't be late.

(Recess)

THE COURT: There's something the parties wanted to bring up very quickly?

MR. SOLOWIEJCZYK: Yes, your Honor. We objected to this during opening statement. Mr. Mathias said during his opening the following: I've talked about what the evidence is going to show, but you should also be thinking about what it United States -- there might be some typos in this because it's a draft -- didn't show. As I said, for instance, pay attention to who doesn't testify and think about what they could have told you. See if the government calls the undercover agents or whether they call the coaches that took bribes. Remember, it's the government's burden to prove that Merl Code is guilty beyond a reasonable doubt, and consider whether their failure to call these coaches in and of itself creates reasonable doubt in your mind.

So (1) your Honor, it's a pretty standard jury

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1 instruction in this district that uncalled witnesses are
2 equally available to both sides, but (2) what makes this
3 argument particularly egregious is we're talking about coaches
4 who are going to be sentenced before your Honor who continue to
5 have Fifth Amendment rights. And to put the thought in the
6 jury's mind that somehow these coaches were perfectly happy to
7 testify, and the reason they didn't is somehow related to the
8 burden, it's totally inappropriate.

9 At this point we're not currently seeking a curative
10 instruction because, frankly, we're worried it's going to
11 further drive the point home with the jury. We may come back
12 to your Honor and seek one, but we just wanted to make sure we
13 don't see cross-examination or other arguments along those
14 lines during this trial.

15 THE COURT: The fact that I overruled the objection
16 did not mean that I agreed with the argument that was being
17 made and I actually believe that. Let's just get past this
18 because it's opening statements. There's a lot to go. And,
19 obviously, if that argument is made at the end of the day, it
20 would be very inappropriate.

21 With that, as soon as the jury's ready, they're going
22 to be walked out. I'm sorry, Mr. --

23 MR. MOORE: I would simply say if we intend to do
24 anything anywhere like that, we will alert your Honor to it
25 beforehand. We will seek permission. But I don't necessarily

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1 agree with everything that Mr. Solowiejczyk said, and we'll
2 deal with that at the appropriate time.

3 THE COURT: Very well. Where's Mr. Miller?

4 Is the jury ready to come out?

5 THE DEPUTY CLERK: They are.

6 THE COURT: Let's bring out the jury.

7 (Continued on next page)

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1 (Jury present)

2 THE COURT: Mr. Miller, you want to step forward and
3 retake the witness stand.

4 The room can be seated.

5 Mr. Boone.

6 BY MR. BOONE:

7 Q. Now, Mr. Miller, just to refresh the jury's mind on where
8 we left off, I think you had just explained what the benefit,
9 if any, was in having a written contract with a college coach.
10 Could you just explain that briefly again.

11 A. Yeah. The benefits to having a written contract with a
12 coach is to really lay out the terms of the agreement, the
13 compensation, and any type of bonus structures that might be in
14 place for that coach in terms of wins or winning championships,
15 but it also details out the expectations that a coach, he or
16 she, has to follow in terms of the NCAA rules or our
17 institutional rules. And then if they weren't to follow those,
18 it could lead to termination, with or without cause, and that's
19 detailed out into our employment agreements.

20 Q. What role, if any, do you play in drafting employment
21 contracts for South Carolina's coaches?

22 A. Right now in my current title, I actually work -- I have a
23 dual reporting line with the athletic directors and the office
24 of general counsel, and I work with both AD and the office of
25 general counsel to draft the contracts and to also review those

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1 contracts with the coach and/or his her representative and then
2 get the contracts executed by the coach, their representative,
3 and the board of trustees for the University of South Carolina.

4 Q. What does the process of drafting those contracts typically
5 entail?

6 A. We have a standard draft contract that has a lot of the
7 boilerplate language already in it, but it's really working on,
8 if it's going to be a one-year or multiyear contract, what type
9 of compensation structure is going to be in place, whether or
10 not there are going to be any bonuses for any special
11 achievements with that sport or with that coach. And it's
12 working with the representative to make sure everybody's in
13 agreement with those terms and then going forward and getting
14 that fully executed.

15 Q. Now, you testified that there are certain boilerplate
16 standard terms in the contracts. What are some of the standard
17 terms?

18 A. Some of the standard terms detail out what an employee at
19 the University of South Carolina receives in terms of moving
20 expenses, what our policy is related to that, whether or not
21 that individual will get a courtesy car as part of their state
22 employment, but then it also has language that specifically
23 refers to specific NCAA Southeastern Conference and
24 institutional rules and policies and procedures and what they
25 have to abide by. It also details out what termination for

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1 cause and without cause would be and if there are any type of
2 liquidated damages for that type of termination.

3 Q. So you just testified that one of the standard terms is a
4 term requiring the coach to comply with NCAA rules, is that
5 right?

6 A. Yes, that is correct.

7 Q. Why is that a standard term?

8 A. It's to put the coach on notice that our expectation as a
9 member of the NCAA is that all coaches, staff members such as
10 myself, and student athletes have to abide by those NCAA
11 Southeastern Conference and institutional rules, and that a
12 violation of those could lead to a termination of that coach's
13 or that staff member's employment. It's important that we make
14 the coaches aware of that because the institution and the
15 athletics department is liable for any of the coach's or
16 student athlete's actions that could be a violation of NCAA
17 rules and could lead to the institution and the athletics
18 department receiving some type of penalty for those actions or
19 an institutional fine.

20 Q. Based on your experience in this field, do you know if it's
21 standard practice for Division I universities to require that
22 their coaches apply with NCAA rules?

23 A. Yes.

24 Q. Do you know if that requirement is standard in the
25 contracts of Division I coaches?

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1 A. Yes. Within the larger five conferences, that's been a
2 standard practice for a while now.

3 Q. What are the larger conferences?

4 A. That's the Southeastern Conference, which South Carolina is
5 a part of; the Atlantic Coast Conference, which is your schools
6 such as Duke, North Carolina, NC State; your Big Ten Conference
7 which Ohio State and Michigan are part of; Pac-12, which would
8 be your Southern California, UCLA, Stanford; and then the Big
9 12 Conference, which is Texas, Oklahoma, and schools such as
10 that.

11 Q. Now, in front of you should be a binder of documents. They
12 will also show on your screen.

13 Your Honor, these are documents that were a part of
14 the stipulation. They're already admitted into evidence.

15 I want to start with Government Exhibit 1004, if we
16 could. Yes, thank you.

17 Let me know when you've had a chance to look at it.

18 A. I'm ready.

19 Q. So what is this document?

20 A. This document is our employment agreement with Lamont
21 Evans. And it was entered into April 4, 2012, between Lamont
22 and the University of South Carolina.

23 Q. Does it say that at the very top of the document?

24 A. Yes.

25 Q. Does it appear -- does this document appear to have been

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1 signed by anyone?

2 A. It was. It was signed by Amy Stone, who is the secretary
3 for the board of trustees, and Lamont Evans, who was the
4 then-assistant men's basketball coach.

5 Q. If we could just go to the last page of the document.

6 Does a member of the board of trustees typically sign
7 employment contracts on behalf of the university?

8 A. Yes, all contracts on behalf of the university and the
9 athletics department have to be signed by the board of trustees
10 or the secretary of the board of trustees.

11 Q. Generally speaking, what are some of the key terms of this
12 contract?

13 A. If you look at the key terms, you have in Section 2 is the
14 coach's duties, which lays out the compliance with both
15 university rules and NCAA and SEC rules. In Section 3 you have
16 the term of employment, and that details out whether or not it
17 is a year, yearly, or a multiyear contract. Section 4 really
18 lays out the compensation and benefits. Section 6 is the
19 outside income requirements that a coach or staff member has to
20 detail out any income they receive outside of the athletics
21 department or the university. And then Section 7 would be the
22 requirement that the staff member has to abide by the NCAA
23 enforcement procedures. And then Section 8 is your termination
24 clauses that details out how a coach or staff member may or may
25 not be terminated and then gives some of the examples.

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1 Q. I want to focus on a few of those terms. So if we could
2 start off by looking at page 2, under Section 2, "Duties." And
3 if we could blow up for -- yes, for the jury, 2.03.

4 Mr. Miller, if you could read that paragraph to the
5 jury, please.

6 THE COURT: Please read slowly.

7 A. "Section 2.03: Compliance with NCAA and SEC rules.
8 Employee agrees to abide by and comply with the constitution,
9 bylaws, rules, regulations, and interpretations (collectively
10 referred to as legislation) of the National Collegiate Athlete
11 Association and the Southeastern Conference relating to the
12 conduct and administration of the men's basketball program,
13 including recruiting and eligibility rules as now constituted
14 or as any of the same may be amended during the term hereof.
15 In the event employee becomes aware or has reasonable cause to
16 believe that violations of such legislation may have taken
17 place, he shall report the same promptly to the associate
18 athletics director for compliance services."

19 Q. So what's being discussed in this paragraph?

20 A. That is making the coach, in this case, aware that they
21 have to abide by all NCAA and Southeastern Conference rules and
22 that if at any point in time they know of a violation, have
23 become aware of a violation, or involved in a violation, that
24 they have to report that immediately to the compliance office.

25 Q. Why did Evans have to agree to abide by NCAA rules?

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1 A. Because as a staff member of the athletics department, we
2 are governed by the NCAA, and failure to abide by those rules
3 would cause a violation for the athletics department, the staff
4 member, and the university.

5 Q. If we could now take a look at page 3, under Section 6,
6 heading "Outside Income," and I want to focus on 6(b). If you
7 could read that section to the jury, please.

8 A. Section 6. Outside Income, (b) and it's NCAA, SEC and
9 university rules control. It states: "In no event shall
10 employee accept or receive, directly or indirectly, any moneys,
11 benefits, or any other gratuity whatsoever from any person,
12 corporation, booster club, or alumni association or other
13 benefactor if such action would violate NCAA or SEC
14 legislation, university rules and regulations, or South
15 Carolina law as now or hereafter enacted. Changes in any such
16 legislation, rules and regulations, or laws shall automatically
17 apply to this employment agreement without necessity of a
18 written modification."

19 Q. What's being discussed in the section you just read?

20 A. That's alerting the coach that they cannot receive any type
21 of benefits, whether that is cash, transportation, trips,
22 clothing, or gratuities, from anyone outside of the university
23 and the athletics department that could potentially be -- could
24 potentially be or would be a violation of both NCAA rules,
25 Southeastern Conference rules, or our state of South Carolina

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1 ethics laws.

2 Q. What's meant by benefits?

3 A. Benefits, again, is anything such as cash, trips,
4 transportation, clothing, anything that they are receiving
5 because of their status as the coach that would be outside of
6 the income that the athletics department or university
7 provides.

8 Q. Why did Evans have to agree not to receive outside income
9 that would violate NCAA rules?

10 A. Because if Evans or any other staff member receives
11 anything, any type of benefits that are outside of the
12 athletics department income that would violate an NCAA rule, we
13 as a university and athletics department would be subject to
14 those violations and penalties for it.

15 Q. Why is this particular prohibition highlighted in the
16 contract?

17 A. This is highlighted just to make them aware that any type
18 of outside income that they receive they should be checking
19 first with the compliance office and the athletics department
20 to make sure it is a permissible source.

21 Q. If we can now take a look at the next page, same section,
22 6(d). The heading is "Annual Report," and if you could read
23 that section for the jury, please.

24 A. Subsection (d) Annual Report. "Pursuant to NCAA by law
25 11.2.2, employee shall provide to the president annually, on or

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1 before January 15, a written detailed account of all
2 athletically related income and benefits received by employee
3 from sources outside the university during the previous
4 twelve-month period, including but not limited to the following
5 sources: income from annuities, sports camps, housing benefits,
6 country club memberships, complimentary ticket sales,
7 television and radio programs, an endorsement or consultation
8 contract with athletics shoe, apparel, or equipment
9 manufacturers. The university shall have access to all records
10 of employee necessary to verify such report."

11 Q. So in plain English, what's being discussed in this
12 section?

13 A. In plain English, it basically requires all staff members
14 and coaches each year to provide a detailed list of any income
15 that they receive outside of their compensation as an athletics
16 department employee. It's an exhaustive list that we require
17 them to put it all down on paper so that the compliance office
18 can review all that outside income to make sure that it is a
19 permissible source and that they've disclosed it correctly.

20 Q. Why did Evans need to report outside income?

21 A. We require all staff members and coaches to report that so
22 we can review the outside income to make sure that we don't
23 have a potential conflict or a violation either moving forward
24 or one that we need to investigate at that time.

25 Q. If we can now look at the very bottom of the same page,

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1 NCAA Enforcement Procedures, Section 7, which goes onto the
2 next page. Could you read that section for the jury, please.

3 A. Yes. "Section 7. NCAA Enforcement Procedures. Pursuant
4 to NCAA bylaw 11.2.1, the employee understands and agrees that
5 if he is found in violation of NCAA legislation, he shall be
6 subject to disciplinary or corrective action as set forth in
7 the provisions of the NCAA enforcement procedures, including
8 suspension without pay or termination of employment for
9 significant or repetitive violations. Any such disciplinary or
10 corrective action shall be in addition to and in no way limit
11 or restrict any actions the university may take pursuant to
12 paragraph 8 herein."

13 (Continued on next page)

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1 Q. What's being discussed there?

2 A. That is making the coach that signs this contract aware
3 that they are subject to the NCAA enforcement procedures for
4 any type of violations or investigations and that their
5 employment could be subject to termination based off of those
6 actions, findings.

7 Q. Why is this in Evans's contract?

8 A. That is in all staff members' contracts, all coaches, staff
9 members, to clearly articulate that are subject to the NCAA
10 investigative procedures and that they have to abide by those.

11 Q. We can now take a look at page five, the very next page.
12 And I want to focus on 8.01(a).

13 A. 8.01(a) "The university may terminate for cause. The
14 university shall have the right to terminate this employment
15 agreement prior to its expiration date if there is cause for
16 terminating employee's employment. In addition to, and as an
17 example of its normally understood meaning in employment
18 contracts, the term termination for cause shall be understood
19 to include, but not limited to, any of the following:"

20 Q. If we could highlight no. 4 right below (a). If you could
21 read that.

22 A. Subsection (4). "Committing a major violation of NCAA
23 legislation, or a series or pattern of secondary violation of
24 NCAA legislation, while at the university, or knowingly
25 committing any violation of NCAA legislation."

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1 Q. Why did the university retain the right to terminate Evans
2 if he committed any NCAA violations?

3 A. We, as the athletic department in the university, want to
4 retain that right so that if a coach either continually
5 violates rules or violates an egregious rule, that we can
6 remove that coach for cause in this employment -- in this
7 employment agreement, in the compensation agreement, and be
8 able to move forward without that coach.

9 Q. Now, if Lamont Evans were to have taken cash from a sports
10 agent or financial adviser in exchange for directing his
11 players to retain the services of that agent or adviser, would
12 that conduct have violated any of the terms of the agreement we
13 just went over?

14 MR. HANEY: Your Honor, I object.

15 THE COURT: Overruled.

16 THE WITNESS: Yes, it would have.

17 Q. Which terms would that conduct have violated?

18 A. That would have violated 8.01(a) subsection (4).

19 Q. Any others?

20 A. If the coach also failed to report that information to the
21 compliance office or the athletics director, it would have
22 violated subsections (5) and (6).

23 Q. Now I want as to switch gears and focus on a different
24 document. If you could take a look at Government Exhibit 1003.

25 A. OK.

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Miller - Direct

1 Q. Do you recognize this document?

2 A. I do.

3 Q. I believe it's -- there are multiple documents. Do you
4 recognize those?

5 A. Yes, I do.

6 Q. And what are they?

7 A. These are extensions of the employment agreement that we
8 just covered for Lamont Evans.

9 Q. And what relationship do these documents have with the
10 contract we just went over?

11 A. These actually relate to just the term of the agreement and
12 that it is being extended for a 12-month period. But all
13 other -- all other parts of the employment agreement originally
14 covered are still in place.

15 Q. And where does it say that the terms of the agreement we
16 just went over are incorporated in these extensions?

17 A. If you look at the first paragraph, the second sentence
18 where it states, "All of the terms, conditions, and provisions
19 of your employment agreement shall remain in full force and
20 effect during the period of the extension granted herein."

21 MR. BOONE: If we could highlight for the jury the
22 last sentence in the first full paragraph.

23 If we could flip through the pages contained in this
24 exhibit.

25 Q. What years do those documents cover in terms of granting

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Miller - Direct

1 extensions?

2 A. It extended his employment agreement the first time from
3 April 1, 2013 through March 31, 2014. And then, again, on
4 April 1, 2014 through March 31, 2015. And then, again, for the
5 third time on April 4, 2015 through March 31, 2016.

6 Q. Do these extensions appear to have been signed?

7 A. Yes, they were. They're signed by our athletics director,
8 Ray Tanner; Amy Stone, the Secretary of the U.S.C. Board of
9 Trustees; and Lamont Evans, the assistant men's basketball
10 coach.

11 Q. If we could now take a look at Government Exhibit 1005.

12 Do you recognize the documents in this exhibit?

13 A. I do.

14 Q. What are they?

15 A. This is an internal human resources document that just
16 notifies Lamont Evans of the salary increase for a specific
17 fiscal year.

18 Q. And so focusing on the page on the screen now, where did it
19 indicate what the salary increase was?

20 A. If you look at the new base salary, it states that it is
21 \$140,000.

22 Q. OK.

23 A. And that's towards the top.

24 Q. And if we could look at the next page in this exhibit.

25 Where does it indicate on this page what the salary increase is

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Miller - Direct

1 for the year 2014-2015?

2 A. Again, if you look at the new base salary, it states it is
3 \$178,500.

4 Q. Now, stepping away from the documents for a moment. What,
5 if anything, does the University of South Carolina do to ensure
6 that its coaches comply with NCAA rules?

7 A. We at the University of South Carolina, especially in the
8 compliance office, have a very extensive education program that
9 we provide to our student athletes, our coaches and our staff.
10 When I first joined South Carolina's athletics department in
11 the compliance office we had a full-time staff of eleven
12 members. I think we have now eight full-time staff members.

13 Each one of those staff members is tasked with being a
14 liaison to a specific sport or multiple sports. And their job
15 as a liaison is to be the direct contact for coaches and
16 student athletes and parents or family members of those student
17 athletes for that specific sport.

18 As a liaison, they are there to answer questions in
19 terms of NCAA rules and what the coach of a student athlete can
20 or cannot do. If there is a discrepancy with that rule, in
21 terms of the facts just don't really apply to that rule nice
22 and neatly, the liaison will then work with the Southeastern
23 Conference in the NCAA to issue an interpretation, which is a
24 binding agreement of what they're going to go forward and how
25 the rule would be applied. They would cover that with the

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1 student athletes and coaches.

2 And then we educate multiple times a year, I try to
3 have our staff educate our coaches and our student athletes at
4 least two to three times a month on certain NCAA rules that may
5 relate to the time period of what is going on at that period of
6 time or that month.

7 But we review everything from extra benefits to what
8 they can and cannot do in recruiting, what a student athlete
9 can and cannot receive. We cover pretty much all the NCAA
10 rules within that year. And that's a continual education
11 process that we do.

12 We also travel with the teams so that we are there if
13 any questions arise on the road for away games, that they're
14 able to ask us at that point in time. And then we also have,
15 each staff member, coach, and student athlete fill out
16 beginning-of-the-year forms that details all of their
17 obligations under NCAA rules. And we cover that in a more
18 extensive education program.

19 Q. Now, we've talked a lot about Lamont Evans. What
20 involvement, if any, did you have in training Evans on the NCAA
21 rules?

22 A. I actually worked as a liaison to the men's basketball
23 program when I first started at South Carolina and I would
24 educate the coaches, including Lamont Evans, on NCAA rules.

25 Q. And you just testified that coaches have to fill out

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Miller - Direct

1 documentation certifying they've been educated on the rules.

2 Did you say that was annually?

3 A. Yes. At the beginning of every year.

4 Q. And is that a continuing obligation?

5 A. That is a continuing obligation. Anytime something is
6 updated or they become aware of an issue, they have to alert
7 the compliance office at that time.

8 Q. Now if we could take a look at Government Exhibit 1001.

9 Do you do you recognize the document in Government
10 Exhibit 1001?

11 A. I do.

12 Q. What are they?

13 A. This is the University of South Carolina's compliance
14 office form 10.1 which is the ethical conduct and certification
15 of compliance form.

16 This is a form that we have all student athletes,
17 staff members, and coaches sign at the beginning of every year.
18 And this form details out that they understand that anytime
19 they become aware of or were involved in an NCAA issue they
20 have to alert the compliance staff at that time.

21 Q. And what's the purpose of having coaches fill out this
22 form?

23 A. This is to make them aware when they're signing it that if
24 they know of any type of violations or potential violations or
25 issues that they need to make us aware at that time and that

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Miller - Direct

1 they have an ongoing obligation to continue that duty.

2 Q. Are South Carolina's coaches required to fill out this
3 form?

4 A. Yes, they are.

5 Q. So let's just go over some of the terms in the form. I
6 want to highlight first the very first full paragraph that
7 begins "as an employee," if you could read that section for the
8 jury please.

9 A. "As an employee the University of South Carolina athletics
10 department, I understand that I am required to adhere to all
11 NCAA, Southeastern Conference and institutional rules, policies
12 and procedures. Per NCAA bylaw 10.1, I am also aware that
13 unethical conduct by a prospective or enrolled student athlete
14 or a current or former institutional staff member may include,
15 but is not limited to."

16 Q. So what is that paragraph explaining?

17 A. That is just stating that they have an obligation, anyone
18 who signs this, has an obligation to adhere to all NCAA, SEC,
19 and institutional rules.

20 Q. If we could look at a couple of these numerous rules, if we
21 could start with number one.

22 If you could read that?

23 A. "1. Withholding information from the NCAA or the
24 institutional compliance office or senior staff members,
25 relevant to a violation of NCAA or Southeastern Conference

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1 regulations."

2 Q. So what does this section discuss?

3 A. That is discussing that if that staff member knows of or is
4 aware of any type of violations or potential violations, they
5 should not withhold that information and they must report that
6 immediately.

7 Q. If we could now look at no. 4.

8 A. "No. 4. Knowing involvement in offering or providing a
9 prospective or enrolled student athlete an improper inducement
10 or extra benefit or improper financial aid."

11 Q. So what is being discussed there?

12 A. It's being discussed that a coach or staff member cannot
13 knowingly provide any type -- anything of value to a high
14 school prospective student athlete or an enrolled student
15 athlete that would be considered an inducement to either enroll
16 with that school or to continue playing.

17 Q. And if we could take a look at no. 6.

18 A. "Receipt of benefits by an institutional staff member for
19 facilitating or arranging a meeting between a student athlete
20 and an agent, financial adviser or representative of an agent
21 or adviser (e.g. runner)."

22 Q. What's being discussed there?

23 A. That is alerting the staff member or coach that signs this
24 form that as an institutional staff member they cannot receive
25 any type of benefits to arrange or facilitate meetings with a

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1 student athlete and anyone that is trying to represent the
2 student athlete in their professional career.

3 Q. The word "runner" is used there. What is a runner?

4 A. A runner in terms of NCAA speak is anyone who works for an
5 agent or a financial adviser that is a -- acting as a
6 go-between, between that agent and financial adviser and that
7 student athlete.

8 Q. And were these forms signed by Lamont Evans?

9 A. They were, yes.

10 Q. What years?

11 A. It looks like Lamont signed this on August 13, 2014. And
12 August 17, 2015.

13 Q. If we could now look at the last set of documents,
14 Government Exhibit 1006.

15 Do you recognize the documents in Government Exhibit
16 1006?

17 A. I do.

18 Q. What are they?

19 A. These are, again, compliance forms that we have each staff
20 member, student athlete, and coach fill out -- I'm sorry, not
21 student athlete -- coach and staff member fill out that asks
22 for their annual outside income.

23 Basically what we are asking for is any income that
24 they have received in a given year or plan to receive in a
25 given year that is outside of the compensation that they

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Miller - Direct

1 receive from the athletics department or university for their
2 employment.

3 Q. And what's the purpose of having a coach fill out this
4 form?

5 A. The purpose of this is to determine whether or not they
6 have or will receive any type of outside income that could
7 potentially be an NCAA Southeastern Conference or institutional
8 violation and so that we can do our due diligence to vet that
9 outside income and make a determination of whether or not a
10 violation has or could occur.

11 Q. And does it appear Evans reported any outside income?

12 A. He did not.

13 Q. You mentioned earlier the concept of having a
14 continuing obligation. What was that again?

15 A. Yes. We require, and when we have these forms filled out
16 at the beginning of the year, we do the education with the
17 coaches, that they are required to continually update either
18 the outside income form or they have a continual obligation to
19 bring forward any potential violations to the compliance staff.

20 Q. And that would apply to forms like this as well?

21 A. Yes.

22 Q. In 2015 and 2016 what, if anything, did you know about
23 Lamont Evans accepting money from a financial adviser or an
24 agent in exchange for his agreement to steer players at South
25 Carolina to that adviser or agent?

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Miller - Direct

1 MR. HANEY: Objection, your Honor.

2 THE COURT: Overruled.

3 THE WITNESS: I didn't know anything.

4 Q. Had you become aware of such an arrangement between Evans
5 and outside adviser, what effect, if any, would it have had on
6 Evans's employment?

7 A. If we would have become aware of Evans receiving any type
8 of impermissible benefits in relation to an agent or steering a
9 player to an agent, we would have likely terminated Evans's
10 contract at that point in time.

11 Q. What if you learned that Evans gave the money that he
12 received to a current student athlete or a student athlete he
13 was recruiting, would that have made a difference in your
14 decision?

15 MR. HANEY: Objection, your Honor. Perhaps we could
16 be heard.

17 THE COURT: OK. Continue.

18 (Continued on next page)

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Miller - Direct

1 (At sidebar)

2 MR. HANEY: It seems to me they're trying to elicit
3 hearsay testimony from Mr. Miller about things he may have no
4 personal knowledge of by asking him this line of questioning
5 that it seems they're going into and they're already into.

6 MR. BOONE: Your Honor, we didn't ask him to recall
7 any statements made outside of the courtroom. He's simply
8 stating based on his knowledge as someone who works in the
9 athletic department and is pretty high up in the athletic
10 department what the university would have done had they learned
11 certain facts. We haven't asked him to discuss certain
12 conversations with others that have not happened.

13 MR. MOORE: In addition, it's speculative. They're
14 asking him to speculate on facts that have not been proven to
15 this jury or presented to this jury. They've decided to call
16 him first. That's their decision to call him first. But they
17 can't call him first and ask him to speculate on evidence that
18 might come through another witness.

19 MR. HANEY: My point to that point, I believe he's
20 already asked him a few questions causing him to speculate but
21 now, more specifically, he's asking questions to speculate on
22 matters concerning Lamont Evans that's going to get into some
23 hearsay.

24 MR. SOLOWIEJCZYK: He's not actually being asked to
25 speculate as to anything. He's just being asked if certain

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Miller - Direct

1 things are true, what would the university have done in
2 response to them. It goes directly to materiality, which is
3 one of the elements of honest services wire fraud.

4 I will let your Honor know we engaged in very similar
5 lines of questioning with NCAA compliance officers at the Gatto
6 trial and were permitted to do so. It's plainly relevant to
7 materiality. If you want, I can cite you some cases that say
8 what are known as guilt-assuming hypotheticals are permissible
9 but it goes directly to materiality.

10 He's not being asked to say whether it's true or not.
11 He's just being asked what would the university have done if it
12 turns out these facts weren't borne out.

13 THE COURT: They certainly are hypothetical questions.
14 I don't know that they're speculative because they are asked to
15 apply a particular set of facts to the rules that were just
16 read.

17 I understand the basis for the objections. I'm going
18 to overrule them.

19 MR. HANEY: Thank you, your Honor.

20 MR. MOORE: Yes, sir.

21 (Continued on next page)
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Miller - Direct

1 (In open court)

2 Q. I believe where we left off was you had just testified that
3 had you known Evans had received money in exchange for steering
4 players he coached to an agent, financial adviser, it would
5 have likely resulted in his termination.

6 My next question was: In making that determination,
7 would it have made a difference if you learned that the money
8 he accepted he gave to players on the team or players he was
9 trying to recruit to the team?

10 A. Based on that scenario we would have still terminated his
11 employment because if he would -- if he were to have provided
12 that money to a student athlete at that point in time, that
13 student athlete would also be ineligible. And if we would have
14 competed that student athlete while ineligible, we would
15 probably be forced to vacate any of those wins that we had
16 while that student athlete competed.

17 Q. What penalties, if any, could South Carolina incur if a
18 determination is made that a coach at a university accepted
19 money -- excuse me, a determination had been made by the NCAA
20 that a coach at the university accepted money from a financial
21 adviser or an agent in exchange for steering his players to
22 attain the services of that agent or adviser?

23 MR. CHANEY: Objection, your Honor.

24 THE COURT: Overruled.

25 THE WITNESS: We as the institution could face an

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Miller - Direct

1 institutional fine from the NCAA. If the student athlete
2 received impermissible benefits from the coach and competed
3 while ineligible, we could be forced to vacate the wins in
4 which the student athlete participated. If we won a
5 championship or reached, in this case, the Final Four, we could
6 be forced to vacate that and erase that -- erase those records
7 from our history books. We could be forced to lose recruiting
8 days, reduction of scholarships. It really just varies based
9 on the severity and the amounts.

10 Q. What efforts, if any, does South Carolina make to help its
11 student athletes choose agents and advisers?

12 A. Again, we have an extensive education program with our
13 student athletes. That also includes student athletes' family
14 members in certain sports. For football and in the men's and
15 women's basketball prior to a lot of our home games -- this
16 doesn't happen every home game but the majority of them we have
17 the parents and family and friends education session where a
18 lot of those times we are covering what a student athlete or
19 those family members can and cannot receive. And we also talk
20 about the agent selection process and interview process and
21 what they can and cannot do with agents going forward.

22 The student athletes that we believe have the
23 potential to go professional in their sport, we meet with those
24 student athletes regularly and are doing either formal or
25 informal education with them. And then we require all agents

J4N9DAW3

Miller - Cross

1 or those that work for an agent to register with us, to inform
2 us of who they may be recruiting so that we can educate our
3 student athletes on that process.

4 We have even gone so far as to sit in with some of our
5 student athletes when they're interviewing agents or potential
6 representatives. And we also will provide them questions that
7 they can ask or help ask those questions for them. And we also
8 provide our conference rooms or our offices to be able to do
9 that.

10 Q. And why does South Carolina make those efforts for student
11 athletes?

12 A. Well, it's twofold. One is to help the student athlete
13 make the right selection and have the student athlete be
14 comfortable in that selection that they have fully vetted it.

15 Two, it's to protect the university and the student
16 athlete's eligibility to make sure that either the student
17 athlete or the family member is not accepting anything that
18 could put their eligibility at risk.

19 MR. BOONE: One moment, your Honor.

20 No further questions.

21 THE COURT: Cross-examination.

22 MR. HANEY: Thank you, your Honor.

23 CROSS-EXAMINATION

24 BY MR. HANEY:

25 Q. Mr. Miller, good morning?

J4N9DAW3

Miller - Cross

1 A. Good morning.

2 Q. Now, Mr. Miller, you testified that from 2009 to
3 approximately 2013 you worked for the NCAA; is that correct?

4 A. That's correct.

5 Q. Why was it that you left the NCAA?

6 A. I received the offer from the University of South Carolina
7 Athletics Department.

8 Q. Thank you.

9 During that time at the NCAA you testified that you
10 were an assistant director of enforcement staff. Is that a
11 fair recollection of your testimony?

12 A. That is correct.

13 Q. And is it fair to say that while working for the NCAA you
14 handled issues that included issues that related to agents?

15 A. That is correct.

16 Q. And as you've testified, also agent runners, as you called
17 them, correct?

18 A. Correct.

19 Q. And at one point you were involved with an enforcement
20 division that dealt with agents gambling and amateurism; is
21 that right?

22 A. That is correct.

23 Q. Am I also correct in saying that during your time with the
24 NCAA you were even a lead investigator on a number of Division
25 I committee on infraction cases; is that correct?

J4N9DAW3

Miller - Cross

1 A. That's correct.

2 Q. Would it be fair to say some of those Division I infraction
3 committee investigation cases included improper athlete/agent
4 contact?

5 A. That is correct.

6 Q. And during your time with the NCAA you also served on a
7 committee dealing with ethical conduct? Fair to say?

8 A. Yes. That is correct.

9 Q. And you actually had emphasis to NCAA football issues,
10 right?

11 A. Yes, that is correct.

12 Q. And NCAA and NFL agent regulation working group?

13 A. Yes. That is correct.

14 Q. So you worked for the NCAA approximately three-and-a-half
15 years; is that right, doing my math?

16 A. It was a little over four years.

17 Q. Thank you.

18 Then around 2013 is the point in time when you became
19 employed at the University of South Carolina, correct?

20 A. Yes.

21 Q. And then from the years of 2013 through 2017 you were
22 assigned specifically to the men's basketball department; is
23 that correct?

24 A. No. I was in the compliance office and men's basketball
25 was one of my sports that I was a liaison to.

J4N9DAW3

Miller - Cross

1 Q. Fair enough. So the men's basketball department was one of
2 the programs under your purview, fair to say?

3 A. Yes.

4 Q. Fair to say, sir? I'm sorry. I cut you off.

5 A. Yes. That is correct.

6 Q. And in that capacity you would monitor a number of things
7 associated with the men's basketball program, would you agree?

8 A. That is correct.

9 Q. You would monitor the vehicles they would drive?

10 A. That is correct.

11 Q. And it would be important to do that to make sure that a
12 basketball player wasn't driving a vehicle that perhaps would
13 seem a little out of sorts?

14 Is that a fair characterization?

15 A. We have all of our student athletes register their vehicles
16 with us to make sure that either they or a family member has
17 provided those vehicles and they've not come from an
18 impermissible source.

19 Q. Thank you.

20 An impermissible source could include an agent,
21 correct?

22 A. Yes.

23 Q. And it could also include an agent runner, as you've
24 stated, correct?

25 A. Yes.

J4N9DAW3

Miller - Cross

1 Q. And you would also monitor their housing situation? Is
2 that a fair statement?

3 A. That is correct.

4 Q. You would go to the practices?

5 A. That is correct.

6 Q. And I think you noted you even on occasion would travel
7 with the basketball team, fair to say?

8 A. Yes.

9 Q. And part of that job is monitoring coaches' telephone
10 calls?

11 A. That is correct.

12 Q. And text messages, correct?

13 A. That is correct.

14 Q. Because, as you're familiar in compliance, there are what
15 are called dead recruiting periods in the compliance world of
16 college athletics, fair to say?

17 A. That is fair to say.

18 Q. You know what I mean by that, dead recruiting periods in
19 terms of the recruiting calendar, correct?

20 A. Correct.

21 Q. And you've testified that there was a point in time when
22 Lamont Evans was one of the men's basketball staff during this
23 period of time when you were monitoring the men's basketball
24 program? Is that a fair statement?

25 A. Yes.

J4N9DAW3

Miller - Cross

1 Q. Thank you.

2 And you knew Mr. Evans well; is that right?

3 A. I mean I knew him in a working relationship, yes.

4 Q. Thank you.

5 And you've testified that you personally on occasion
6 trained him in NCAA rules compliance?

7 A. Yes. He would be a part of the educational sessions we
8 would do with the coaches and staff.

9 Q. How long did those educational sessions last? Was it a
10 training period of a particular month or two or was it an
11 ongoing program?

12 A. That's an ongoing program.

13 Q. And Mr. Evans's phonecalls also would have been monitored
14 by the compliance department, including you?

15 A. That is correct.

16 Q. And any rules violations would have been reported to the
17 NCAA, I would assume, correct?

18 A. That is correct.

19 Q. You didn't ever report any rules violations associated with
20 Mr. Evans, did you?

21 A. Not during my time at South Carolina, no.

22 Q. You never contacted the FBI to report any crimes that
23 occurred involving Mr. Evans, did you?

24 A. No.

25 Q. You're a lawyer, right?

J4N9DAW3

Miller - Cross

1 A. I am. Yes, sir.

2 Q. Would you agree with me as an attorney that in your
3 position at the University of South Carolina, you never would
4 have considered an NCAA rules violation a federal crime, would
5 you?

6 MR. BOONE: Objection.

7 THE COURT: Overruled.

8 THE WITNESS: Can you repeat the question.

9 Q. Yes. You as an attorney in your time at the University of
10 South Carolina, you never would have considered an NCAA rules
11 violation a federal crime, would you have?

12 A. No. I mean not --

13 Q. That's a yes-or-no answer. Yes or no?

14 A. No.

15 Q. Because you, as a lawyer working in compliance for the
16 NCAA, you never considered NCAA rules violations federal
17 crimes, right?

18 MR. BOONE: Objection.

19 THE COURT: Overruled.

20 THE WITNESS: At my time during a NCAA investigator I
21 was investigating NCAA cases.

22 Q. Sir, that's not what I asked you.

23 MR. HANEY: May I ask the question again, your Honor?

24 THE COURT: One last time.

25 MR. HANEY: Thank you.

J4N9DAW3

Miller - Cross

1 Q. You, as an attorney working for compliance at the
2 University of South Carolina, you never considered an NCAA rule
3 violation to be a federal crime, right or wrong?

4 A. That is correct. No, I did not.

5 Q. Now, you have some awareness, correct, that my client was
6 associated with Lamont Evans while at the University of South
7 Carolina?

8 A. I've become aware of that now.

9 Q. Did you know back then at that time?

10 A. No.

11 Q. Given your experience, which you've testified includes
12 serving on an NFL agent regulation working group, you know the
13 difference between an agent and a runner, don't you?

14 A. Yes.

15 Q. And you've testified today that a runner is one that would
16 work under the direction of a sports agency, correct?

17 A. Either a sports agent or someone trying to represent a
18 student athlete.

19 Q. Or even a marketing company, right?

20 A. Correct.

21 Q. And would you agree with me that a runner is also one who
22 recruits future talent for the company they work for?

23 A. Yes.

24 Q. And that would include recruiting talent on college
25 campuses such as yours? Fair to say?

J4N9DAW3

Miller - Cross

1 A. Yes.

2 Q. And you know with all your experience that you've testified
3 to today that the runner may do things that the agent doesn't
4 want to get caught doing on campus? Fair to say?

5 A. I would have no idea what that agreement between an agent
6 and a runner is.

7 Q. I'm not asking you what the agreement is.

8 I'm asking what your personal knowledge is in all your
9 experience you testified to with your understanding of
10 agent/athlete world, would you agree with me that runners are
11 on campus doing things that the agents don't want to get caught
12 doing?

13 MR. BOONE: Objection.

14 THE COURT: Sustained.

15 Q. Would you agree that runners are well known to pay -- is he
16 going to let me finish the question?

17 THE COURT: Why don't you finish the question.

18 Q. Would you agree with me your experience that you've
19 testified to that runners would also pay players on campus?

20 MR. BOONE: Objection.

21 THE COURT: Overruled.

22 THE WITNESS: In my experience I have seen runners
23 that have paid or that have been alleged to have paid student
24 athletes.

25 Q. That's not unfamiliar to you at all, is it?

J4N9DAW3

Miller - Cross

1 A. No. During my time at the NCAA I did see that.

2 Q. In fact, wouldn't you agree that perhaps you investigated
3 hundreds of occasions where runners were paying student
4 athletes on campuses?

5 A. No. Not hundreds.

6 Q. Numerous?

7 A. A few, yes.

8 Q. Give me your best estimation of how many.

9 A. Ten to fifteen.

10 Q. And isn't it true that you know based on your experience
11 with both the NCAA and the University of South Carolina that a
12 sports agent needs to be licensed by the respective players
13 associations?

14 A. Yes.

15 Q. And you know that would include an NBA agent being required
16 to be licensed by an NBA players association, correct?

17 A. That is correct.

18 Q. And you also know with your experience in this space in
19 this world that an NCAA student Division I student athlete,
20 they can't sign with a runner, can they?

21 A. They can sign an agreement with a runner but it would not
22 be certified by the players association, no.

23 Q. You know that to sign an NBA player/agent contract the
24 student athlete has to sign with a NBA certified licensed
25 agent, correct?

J4N9DAW3

Miller - Cross

1 A. Yes. That's correct.

2 Q. And as you sit here today do you know that Christian
3 Dawkins was never a licensed NBA player agent?

4 MR. BOONE: Objection.

5 THE COURT: Overruled.

6 THE WITNESS: I don't know Christian Dawkins.

7 Q. I didn't ask you if you knew Christian Dawkins. I asked if
8 you knew sitting here today if Christian Dawkins was ever a
9 licensed NBA player agent?

10 A. I have no idea.

11 Q. Do you know as you sit here today if Christian Dawkins was,
12 in fact, a runner for a licensed NBA player agent?

13 A. I have no idea.

14 Q. Are you familiar with an individual by the name of Andy
15 Miller?

16 A. I am.

17 Q. How are you familiar with Andy Miller?

18 MR. BOONE: Objection, scope.

19 THE COURT: Overruled.

20 THE WITNESS: I knew -- I heard of Andy Miller's name
21 and his company when I was working at the NCAA in the
22 enforcement division.

23 Q. I bet you did. You didn't hear anything good about Andy
24 Miller, did you, when you were with the NCAA enforcement
25 division?

J4N9DAW3

Miller - Cross

1 MR. BOONE: Objection.

2 THE COURT: Sustained.

3 Q. While you were at the NCAA enforcement division isn't it
4 true you heard Andy Miller was violating NCAA rules, didn't
5 you?

6 MR. BOONE: Objection.

7 THE COURT: Sustained.

8 Q. What was your involvement at the NCAA as it related to Andy
9 Miller?

10 A. I didn't have any involvement with Andy Miller.

11 Q. What was your personal knowledge of the involvement of the
12 NCAA's involvement with Andy Miller?

13 MR. BOONE: Objection.

14 THE COURT: Sustained.

15 MR. HANEY: I'll move on, your Honor. Thank you.

16 Q. Are you familiar with a former University of South Carolina
17 basketball player by the name of PJ Dozier?

18 A. I am.

19 Q. Would you agree with me that PJ Dozier was a great
20 basketball player?

21 MR. BOONE: Objection.

22 THE COURT: Overruled.

23 Q. At South Carolina?

24 A. Yes. He was a good basketball player for us.

25 Q. Good enough to be part of the team that went to the Final

J4N9DAW3

Miller - Cross

1 Four at South Carolina, right?

2 A. That's correct.

3 Q. In fact, he was a starter on that team?

4 A. That's correct.

5 Q. One of your top players at South Carolina, would you agree?

6 A. He was one of them, yes.

7 Q. And would you also agree with me that that Final Four
8 appearance of the University of South Carolina, the first one
9 in school history, resulted in hundreds of thousands of dollars
10 of revenue for South Carolina?

11 MR. BOONE: Objection.

12 THE COURT: Sustained.

13 Q. Would you agree that if a college basketball team Division
14 I goes to the Final Four there will be a lot of revenue
15 generated?

16 MR. BOONE: Objection.

17 THE COURT: Sustained.

18 Q. You are aware that back in 2015 and 2016 PJ Dozier was an
19 NBA draft prospect, fair to say?

20 A. That is fair.

21 Q. It's also fair to say that PJ Dozier would be the type of
22 player at the University of South Carolina who would be
23 recruited by NBA agents, correct?

24 A. Yes. That is correct.

25 Q. Mr. Miller, you're an attorney, as we've established?

J4N9DAW3

Miller - Cross

1 A. Yes.

2 Q. And you're very familiar with the term of firsthand
3 knowledge then, correct?

4 A. Yes.

5 Q. And as you sit here today, you don't have any firsthand
6 knowledge at all, do you, that my client ever paid former South
7 Carolina basketball coach Lamont Evans, do you?

8 A. I do not.

9 MR. HANEY: Thank you. Nothing further.

10 THE COURT: Mr. Chaney.

11 CROSS-EXAMINATION

12 BY MR. CHANEY:

13 Q. Good morning, Mr. Miller.

14 A. Good morning.

15 Q. I've got a few more questions. You testified already that
16 basketball coaches at University of South Carolina, they get
17 paid a salary, right?

18 A. That is correct.

19 Q. But they're also allowed to generate outside income?

20 A. Yes. As long as it is a permissible source.

21 Q. And their permission to do so is actually explicit in their
22 employment contract?

23 A. I would have to go back and read the employment contract.

24 Q. And Mr. Miller, you would agree with me, specifically in
25 part 6 which is entitled outside income, the mention of outside

J4N9DAW3

Miller - Cross

1 income necessarily includes permission to generate outside
2 income?

3 A. Again, yes. They can generate outside income as long as it
4 is from a permissible source.

5 Q. I'm going to ask you yes-or-no questions, OK. They're
6 allowed to generate outside income, correct?

7 A. Yes.

8 Q. It's actually not uncommon for coaches at Division I
9 schools to generate outside income, right?

10 A. That is correct.

11 Q. They get paid for speaking engagements?

12 A. That is correct.

13 Q. They get paid for appearance fees?

14 A. Correct.

15 Q. They get paid -- they have actually their own sponsorship
16 arrangements, correct?

17 A. Correct.

18 Q. Getting paid outside money including a sponsorship and
19 speaking fee arrangements does not violate University of South
20 Carolina policy?

21 A. That is correct. Yes. As long as they are abiding by
22 the --

23 Q. That's a yes, right?

24 A. Yes.

25 Q. And it also does not violate NCAA laws, correct?

J4N9DAW3

Miller - Cross

1 A. If it is from a permissible source, correct.

2 Q. That's a yes, right?

3 A. Yes.

4 Q. University of South Carolina generates a tremendous amount
5 of revenue from their athletics department, correct?

6 MR. BOONE: Objection.

7 THE COURT: Sustained.

8 Q. You would agree with me, Mr. Miller, that South Carolina is
9 paid directly by the company Under Armour to sponsor the
10 athletics department?

11 MR. BOONE: Objection.

12 THE COURT: Overruled.

13 THE WITNESS: We do receive -- we have a contract with
14 Under Armour and receive compensation from Under Armour, yes.

15 Q. How much money annually do you receive from Under Armour?

16 MR. BOONE: Objection. Relevance.

17 THE COURT: Sustained.

18 Q. Part of your arrangement with Under Armour is that they pay
19 you compensation in exchange for your student athletes wearing
20 their brand?

21 A. It's in exchange to provide our student athletes with
22 apparel and then also to have the staff members and the coaches
23 wear sideline apparel as well too.

24 Q. So your testimony today is that Under Armour does not get
25 an advertising benefit from your student athletes wearing their

J4N9DAW3

Miller - Cross

1 apparel?

2 MR. BOONE: Objection. Misstates.

3 THE COURT: Sustained.

4 Q. In addition to the advertising benefit that Under Armour
5 receives, they also receive an advantage in recruiting talented
6 pro level student athletes from the University of South
7 Carolina?

8 MR. BOONE: Objection.

9 THE COURT: Sustained as to the form.

10 Q. You would agree with me, Mr. Miller, that Under Armour, in
11 exchange for the money they are providing University of South
12 Carolina, reaps a benefit to themselves in the form of
13 advantages in recruiting top talent that comes out of the
14 University of South Carolina?

15 MR. BOONE: Objection.

16 THE COURT: Overruled.

17 THE WITNESS: In terms of what Under Armour views as a
18 benefit, I don't know. We receive the benefit of having
19 apparel provided and compensation provided by Under Armour to
20 the athletics department.

21 Q. To be clear, you don't just get apparel. You also get
22 monetary compensation, right?

23 A. Yes. We do, yes.

24 Q. To the tune of millions of dollars?

25 MR. BOONE: Objection.

J4N9DAW3

Miller - Cross

1 THE COURT: Sustained.

2 Q. Mr. Miller, you're in charge of NCAA compliance at
3 University of South Carolina, right?

4 A. Yes.

5 Q. And before that you actually had several years of
6 experience in the same field, NCAA compliance in amateurism at
7 NCAA?

8 A. That is correct.

9 Q. And you testified somewhat at length about these NCAA
10 so-called amateurism rules, right?

11 A. That is correct.

12 Q. And you told this jury on direct that the standard policy
13 is for schools to demand and maintain compliance with the NCAA
14 rules regarding amateur players and the involvement of coaches,
15 right?

16 A. That is correct.

17 Q. But isn't it also true that the Rice Report revealed that
18 compliance NCAA amateurism rules is, in fact, the exception and
19 not the rule?

20 MR. BOONE: Objection.

21 THE COURT: Overruled.

22 THE WITNESS: Can you repeat the question?

23 Q. Isn't it true, Mr. Miller, that the Rice Report actually
24 revealed that compliance with NCAA amateurism rules at large
25 universities is the exception and not the general rule?

J4N9DAW3

Miller - Cross

1 A. I don't remember seeing that in the Rice Report. I can't
2 specifically refer to that.

3 Q. You would agree with me that on cross-examination by
4 Mr. Haney you had testified to multiple instances of runners
5 paying student athletes with university knowledge?

6 MR. BOONE: Objection.

7 THE COURT: Overruled.

8 THE WITNESS: In my investigations at the NCAA I did
9 see either agents or runners or people associated with them
10 provide impermissible benefits to student athletes.

11 Q. Not just that they provided those benefits, but your
12 investigations revealed that those universities knew that that
13 conduct was occurring?

14 MR. BOONE: Objection.

15 THE COURT: Sustained.

16 Q. You mentioned on direct and cross-examination both, that
17 you did not have contemporaneous knowledge of Mr. Evans
18 accepting any form of illicit payment, correct?

19 A. That is correct.

20 Q. To the degree that you know anything about that, you have
21 received it after the fact, right?

22 A. That is correct.

23 Q. But you would agree with me that no one, not even the
24 government, is contending that Merl Code had anything to do
25 with those payments?

J4N9DAW3

Redirect - Miller

1 MR. BOONE: Objection.

2 THE COURT: Overruled.

3 THE WITNESS: I have no idea.

4 Q. You're not aware of any allegation whatsoever that Merl
5 Code was involved in paying Lamont Evans at all?

6 MR. BOONE: Objection.

7 THE COURT: Overruled.

8 THE WITNESS: I have no knowledge.

9 MR. CHANEY: That's all I have, Judge. Thank you.

10 THE COURT: Any redirect?

11 (Counsel confer)

12 MR. BOONE: Brief, your Honor.

13 REDIRECT EXAMINATION

14 BY MR. BOONE:

15 Q. Mr. Miller, I just want to ask you a few more questions.
16 You were asked questions on cross-examination about your
17 knowledge of outside income. Does that sound familiar?

18 A. That is correct.

19 Q. And while you've worked -- when you worked at the
20 University of South Carolina in 2015, in 2016, you were not
21 aware whether or not Evans had received money from an agent or
22 an adviser to steer players on his team to that agent or
23 adviser, correct?

24 A. I was not aware.

25 MR. BOONE: No further questions, your Honor.

J4N9DAW3

Redirect - Miller

1 THE COURT: Mr. Miller, you may step down.

2 THE WITNESS: Thank you.

3 (Witness excused)

4 THE COURT: You may call your next witness.

5 MR. BOONE: Yes. Although, your Honor, we have
6 several stipulations we'd like to read before.

7 THE COURT: Very well. Whenever you're ready.

8 MR. BOONE: It is hereby stipulated an agreed by and
9 between the United States of America and Geoffrey S. Berman,
10 United States Attorney, Robert L. Boone, Noah Solowiejczyk, and
11 Eli J. Mark, Assistant United States Attorneys, of counsel,
12 Christian Dawkins, the defendant, by and with the consent of
13 his attorney, Steven Haney, Sr., and Merl Code, the defendant,
14 by and with the consent of his attorneys, Mark Moore, Andrew
15 Mathias, Allen Chaney and Darren Haley, from June 19, 2017 to
16 August 7 -- to August 18, 2017 and August 22, 2017 to September
17 25, 2017 there is a court-authorized wiretap on a cellular
18 phone associated with call number (989)493-4317 belonging to
19 Christian Dawkins, the defendant. Government Exhibits 101
20 through 144 --

21 THE COURT: I'm sorry, Mr. Boone. Could I ask you to
22 just slow down just a bit.

23 MR. BOONE: Yes. Sorry.

24 Government Exhibits 101 through 144 are true and
25 accurate copies of recordings of calls or portions of calls

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Redirect - Miller

1 that were intercepted pursuant to the court-authorized wiretap
2 of the 4317 phone.

3 Government Exhibits 101T through 144T are true and
4 accurate transcripts of recorded conversations contained in
5 Government Exhibits 101 through 144 respectively.

6 The identities of the participants, voice
7 attributions, dates and times reflected on the Government
8 Exhibits 101T through 144T are accurate.

9 From September 7, 2017 through September 26, 2017
10 there was a court-authorized wiretap on a cellular phone
11 associated with call number (708)314-3402 belonging to Merl
12 Code, the defendant.

13 Government Exhibits 1 through 23 are true and accurate
14 copies of recordings of calls or portions of calls that were
15 intercepted pursuant to the court-authorized wiretap of the
16 3402 phone.

17 Government Exhibits 1T through 23T are true and
18 accurate transcripts of the recorded conversations contained in
19 Government Exhibits 1 through 23 respectively.

20 The identities and participants, voice attributions,
21 dates and times reflected on Government Exhibits 1T through 23T
22 are accurate.

23 From April 7, 2017 to June 2, 2017 there was a
24 court-authorized wiretap on a cellular phone associated with
25 call number (609)933-7246 belonging to Munish Sood.

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Redirect - Miller

1 Government Exhibits 201 through 205 are true and
2 accurate copies of recordings of calls or portions of calls
3 that were intercepted pursuant to the court-authorized wiretap
4 of the 7246 phone.

5 Government Exhibits 201T through 205T are true and
6 accurate transcripts of recorded conversations contained in
7 Government Exhibits 201 through 205 respectively.

8 The identities of the participants, voice
9 attributions, dates and times reflected on Government Exhibits
10 201T through 205T are accurate.

11 There was a court-authorized consensual wiretap of the
12 cellular phone belonging to an FBI agent acting in an
13 undercover capacity, the undercover one phone.

14 Government Exhibits 301 through 303 are true and
15 accurate copies of recordings of calls or portions of calls
16 that were intercepted pursuant to the court-authorized
17 consensual wiretap of the undercover one phone.

18 Government Exhibits 301T through 303T are true and
19 accurate transcripts of the recorded conversations contained in
20 Government Exhibits 301 through 303 respectively.

21 The identities of participants, voice attributions,
22 dates and times reflected on Government Exhibits 301T through
23 303T are accurate.

24 There was a court-authorized consensual wiretap of a
25 cellular phone belonging to an FBI agent acting in an

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Redirect - Miller

1 undercover capacity, the undercover two phone.

2 Government Exhibits 351 through 354 are true and
3 accurate copies of recordings of calls or portions of calls
4 that were intercepted pursuant to the court-authorized
5 consensual wiretap of the undercover two phone.

6 Government Exhibits 351T through 354T are true and
7 accurate transcripts of recorded conversations contained in
8 Government Exhibits 351 through 354 respectively.

9 The identities of the participants, voice
10 attributions, dates and times reflected on Government Exhibits
11 351T through 354T are accurate.

12 Government Exhibits 401 through 415 are true and
13 accurate copies of recordings of calls or portions of calls
14 that were consensually recorded by Louis Martin Blazer, III.

15 Government Exhibits 401T through 415T are true and
16 accurate transcripts of the recorded conversations contained in
17 Government Exhibits 401 through 415 respectively.

18 The identities of participants, voice attribution,
19 dates and times reflected on Government Exhibits 401T through
20 415T are accurate.

21 It is further stipulated and agreed that this
22 stipulation may be received into evidence as a government
23 exhibit at trial. This stipulation has been marked as
24 Government Exhibit 1902.

25 THE COURT: Very well.

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Redirect - Miller

1 MR. BOONE: And we'd ask the stipulation be received.

2 THE COURT: Without objection, it will be received.

3 MR. HANEY: Thank you, your Honor. No objection.

4 MR. MOORE: No objection.

5 (Government's Exhibit 1902 received in evidence)

6 MR. BOONE: I have two more stipulations to read.

7 It is hereby -- sorry, your Honor, I can skip the
8 preamble.

9 THE COURT: Please do.

10 MR. BOONE: During the period of April 2015 through
11 March 2017 Christian Dawkins, the defendant, was the user of
12 the e-mail account Loyd MGMT at Gmail.com maintained on the
13 servers of Google, Incorporated.

14 Government Exhibits 1310 through 1313 are true and
15 accurate copies of certain e-mails and attachments sent or
16 received from that e-mail account. The dates, times, and
17 identifying information of senders and recipients in these
18 documents are accurate.

19 Government Exhibits 1601 through 1611, including all
20 parts and subdivisions thereof, are true and accurate copies of
21 text messages and related content sent or received using
22 cellular phones associated with the call numbers (708)314-3402
23 and (912)401-8240 respectively and belonging to Merl Code, the
24 defendant.

25 Government Exhibits 1613 through 1618, including all

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1 parts and subdivisions thereof, are true and accurate copies of
2 text messages and related content sent or received using a
3 cellular phone belonging to Emanuel Richardson, the defendant.

4 Government Exhibits 1619 through 1633, including all
5 parts and subdivisions thereof, are true and accurate copies of
6 text messages and related content sent or received using a
7 cellular phone associated with the call number (989)493-4317
8 and belonging to Christian Dawkins, the defendant.

9 Government Exhibits 1634 through 1638, including all
10 parts and subdivisions thereof, are true and accurate copies of
11 text messages and related content sent or received using a
12 cellular phone belonging to an FBI agent acting in an
13 undercover capacity, the undercover one phone.

14 Government Exhibits 1638 through 1639, including all
15 parts and subdivisions thereof, are true and accurate copies of
16 text messages and related content sent or received using a
17 cellular phone belonging to an FBI agent acting in an
18 undercover capacity, the undercover two phone.

19 It is further stipulated and agreed that this
20 stipulation may be received into evidence as a Government
21 Exhibit at trial. This stipulation, your Honor, is Government
22 Exhibit 1904. We ask it be moved into evidence.

23 MR. HANEY: No objection your Honor.

24 MR. MOORE: No objection.

25 THE COURT: There being no objection, it will be

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Redirect - Miller

1 received.

2 (Government's Exhibit 1904 received in evidence)

3 MR. BOONE: The next stipulation, I'll skip the
4 preamble. Government Exhibits 501A through 501F and any
5 excerpts therefrom are true and accurate copies of a recording
6 of a meeting that took place on March 3, 2016 in South Carolina
7 and that was consensually recorded by one or more of the
8 meeting participants.

9 Government Exhibits 501A through T and through --
10 sorry. Government Exhibit 501AT through 501FT are true and
11 accurate transcripts of recorded conversations contained in
12 Government Exhibits 501A through 501F respectively.

13 The identities of the participants, voice
14 attributions, dates and times reflected on Government Exhibits
15 501AT through 501FT are accurate.

16 Government Exhibits 506A through 506F and any excerpts
17 therefrom are true and accurate copies of a recording of a
18 meeting that took place on May 16, 2017 in New York and that
19 was consensually recorded by one or more of the meeting
20 participants.

21 Government Exhibits 506AT through 506FT are true and
22 accurate transcripts of recorded conversations contained in
23 Government Exhibits 506A through 506F respectively.

24 The identities of the participants, voice
25 attributions, dates and times reflected on Government Exhibits

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1 506AT through 506FT are accurate.

2 Government Exhibit 507 and any excerpts therefrom is a
3 true and accurate copy of a recording of a meeting that took
4 place on March 24, 2017 in New Jersey and that was consensually
5 recorded by one or more of the meeting participants.

6 Government Exhibit 507T is a true and accurate
7 transcript of the recorded conversations in Government Exhibit
8 507.

9 The identities of the participants, voice
10 attributions, dates and times reflected on Government Exhibit
11 507T is accurate.

12 Government Exhibits 50A through -- sorry. 508A
13 through 508D and any excerpts therefrom are true and accurate
14 copies of a recording of a meeting that took place on June 6,
15 2017 in New York and that was consensually recorded by one or
16 more of the meeting participants.

17 Government Exhibit 508AT through 508DT are true and
18 accurate transcripts of recorded conversations contained in
19 Government Exhibits 508A through 508D respectively.

20 The identities of the participants, voice
21 attributions, dates and times reflected on Government Exhibits
22 50AT -- 508AT through 508DT are accurate.

23 Government Exhibits 509A1 through 509A4 and 509B1
24 through 509B5 and any excerpts therefrom are true and accurate
25 copies of a recording of a meeting that took place on June 20,

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Redirect - Miller

1 2017 in New York and that was consensually recorded by one or
2 more of the meeting participants.

3 Government Exhibits 509A1T through 509A4T and 509B1T
4 through 509B4T are true and accurate transcripts of recorded
5 conversations contained in Government Exhibits 509A1 through
6 509A4 and 509B1 through 509B4 respectively.

7 The identities of participants, voice attributions,
8 dates and times reflected on Government Exhibits 509A1T through
9 509A4T and 509B1T through 509B4T are accurate.

10 Government Exhibits 510A1 through 510A3 and 510B1
11 through 510B6 and any excerpts therefrom are true and accurate
12 copies of a recording of a meeting that took place on June 20,
13 2017 in New York and that was consensually recorded by one or
14 more of the meeting participants.

15 Government Exhibits 510A1T through 510A3T and 510B1T
16 through 510B6T are true and accurate transcripts of recorded
17 conversations contained in Government Exhibits 510A1 through
18 510A3 and 510B1 through 510B6 respectively.

19 The identities of the participants, voice
20 attributions, dates and times reflected on Government Exhibits
21 510A1T through 510A3T and 510B1T through 510B6T are accurate.

22 (Continued on next page)
23
24
25

J4NHDaw4

1 MR. BOONE: Government Exhibits 511A1 through 511A7
2 and 511B1 through 511B7, and any excerpts therefrom, are you
3 true and accurate copies of a recording of a meeting that took
4 place on July 20, 2017, in New Jersey, and that was
5 consensually recorded by one or more of the meeting
6 participants.

7 Government Exhibits 511A1T through 511A7T and 511B1T
8 through 511B7T are true and accurate transcripts of recorded
9 conversations contained in Government Exhibit 511A1 through
10 511A7 and 511B1 through 511B7 respectively. The identities of
11 the participants, voice attributions, dates, and times
12 reflected in Government Exhibits 511A1T through 511A7T and
13 511B1T through 511B7T are accurate.

14 Government Exhibits 513A through 513N, and any
15 excerpts therefrom, are true and accurate copies of a recording
16 of a meeting that took place on July 27, 2017, in Las Vegas,
17 Nevada, and that was consensually recorded by one or more of
18 the meeting participants.

19 Government Exhibits 513AT through 513NT are true and
20 accurate transcripts of the recorded conversations contained in
21 Government Exhibits 513A through 513N respectively. The
22 identities of the participants, voice attributions, dates and
23 times reflected on Government Exhibits 513A2 through 513N --
24 sorry, 513AT through 513NT are accurate.

25 Government Exhibits 514A through 514C, and any

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1 excerpts therefrom, are true and accurate copies of a recording
2 of a meeting that took place on July 28, 2017, in Las Vegas,
3 Nevada, and that was consensually recorded by one or more of
4 the meeting participants.

5 Government Exhibits 514AT through 514CT, are true and
6 accurate transcripts of the recorded conversations contained in
7 Government Exhibits 514A through 514C respectively. The
8 identities of the participants, voice attributions, dates and
9 times reflected on Government Exhibits 514AT through 514CT are
10 accurate.

11 Government Exhibits 516A through 516B, and any
12 excerpts therefrom, are true and accurate copies of a recording
13 of a meeting that took place on July 29, 2017, in Las Vegas,
14 Nevada, and that was consensually recorded by one or more of
15 the meeting participants.

16 Government Exhibits 516AT through 516BT are true and
17 accurate transcripts of the recorded conversations contained in
18 Government Exhibits 516A through 516B respectively. The
19 identities of the participants, voice attributions, dates and
20 times reflected on Government Exhibits 516AT through 516BT are
21 accurate.

22 Government Exhibits 518A through 518F, and any
23 excerpts therefrom, are true and accurate copies of a recording
24 of a meeting that took place on August 30, 2017, in Arizona,
25 and that was consensually recorded by one or more of the

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1 meeting participants.

2 Government Exhibits 518AT through 518FT are true and
3 accurate transcripts of the recorded conversations contained in
4 Government Exhibits 518A through 518F respectively. The
5 identities of the participants, voice attributions, dates and
6 times reflected on Government Exhibits 518AT through 518FT are
7 accurate.

8 Government Exhibits 521A through 521D, and any
9 excerpts therefrom, are true and accurate copies of a recording
10 of a meeting that took place on August 31, 2017, in California,
11 and that was consensually recorded by one or more of the
12 meeting participants.

13 Government Exhibits 521AT through 521DT are true and
14 accurate transcripts of the recorded conversations contained in
15 Government Exhibits 521A through 521D respectively. The
16 identities of the participants, voice attributions, dates and
17 times reflected on Government Exhibits 521AT through 521DT are
18 accurate.

19 Government Exhibits 523A through 523G, and any
20 excerpts therefrom, are true and accurate copies of a recording
21 of a meeting that took place on July 28, 2017, in Las Vegas,
22 Nevada, and that was consensually recorded by one or more of
23 the meeting participants.

24 Government Exhibit 523T is a true and accurate
25 transcript of the recorded conversations contained in

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1 Government Exhibits 523A through 521G -- sorry, 523G. The
2 identities of the participants, voice attributions, dates and
3 times reflected on Government Exhibit 523T are accurate.

4 Government Exhibits 524A through 524G, and any
5 excerpts therefrom, are true and accurate copies of a recording
6 of a meeting that took place on July 28, 2017, in Las Vegas,
7 Nevada, and that was consensually recorded by one or more of
8 the meeting participants.

9 Government Exhibit 524T is a true and accurate
10 transcript of the recorded conversations contained in
11 Exhibits 524A through 524G. The identities of the
12 participants, voice attributions, dates and times reflected on
13 Government Exhibit 524T are accurate.

14 Government Exhibit 525A through 525B, and any excerpts
15 therefrom, are true and accurate copies of a recording of a
16 meeting that took place on July 28, 2017, in Las Vegas, Nevada,
17 and that was consensually recorded by one or more of the
18 meeting participants.

19 Government Exhibit 525T is a true and accurate
20 transcript of the recorded conversations contained in
21 Exhibits 525A through 525B. The identities of the
22 participants, voice attributions, dates and times reflected on
23 Government Exhibit 525T are accurate.

24 Government Exhibits 526A through 526C, and any
25 excerpts therefrom, are true and accurate copies of a recording

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1 of a meeting that took place on July 28, 2017, in Las Vegas,
2 Nevada, and that was consensually recorded by one or more of
3 the meeting participants.

4 Government Exhibit 526T is a true and accurate
5 transcript of the recorded conversations contained in
6 Government Exhibits 526A through 526C. The identities of the
7 participants, voice attributions, dates and times reflected on
8 Government Exhibit 526T are accurate.

9 Government Exhibits 527A through 527E, and any
10 excerpts therefrom, are true and accurate copies of a recording
11 of a meeting that took place on July 28, 2017, in Las Vegas,
12 Nevada, and that was consensually recorded by one or more of
13 the meeting participants.

14 Government Exhibit 527T is a true and accurate
15 transcript of the recorded conversations contained in
16 Government Exhibits 527A through 527E. The identities of the
17 participants, voice attributions, dates and times reflected on
18 Government Exhibit 527T are accurate.

19 Government Exhibits 528A through 528D, and any
20 excerpts therefrom, are true and accurate copies of a recording
21 of a meeting that took place on July 28, 2017, in Las Vegas,
22 Nevada, and that was consensually recorded by one or more of
23 the meeting participants.

24 Government Exhibit 528T is a true and accurate
25 transcript of the recorded conversations contained in

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1 Government Exhibit 528A through 528D. The identities of the
2 participants, voice attributions, dates and times reflected on
3 Government Exhibit 528T are accurate.

4 Government Exhibits 529A through 529H, and any
5 excerpts therefrom, are true and accurate copies of a recording
6 of a meeting that took place on July 28, 2017, in Las Vegas,
7 Nevada, and that was consensually recorded by one or more of
8 the meeting participants.

9 Government Exhibit 529T is a true and accurate
10 transcript of the recorded conversations contained in
11 Government Exhibits 529A through 529H. The identities of the
12 participants, voice attributions, dates and times reflected in
13 Government Exhibit 529T are accurate.

14 It is further stipulated and agreed that this
15 stipulation may be received into evidence as a government
16 exhibit at trial.

17 At this point the government moves to admit the
18 stipulation, Government Exhibit 1906.

19 MR. HANEY: No objections, your Honor.

20 MR. CHANEY: No objection.

21 THE COURT: There being no objection, that stipulation
22 will be received.

23 (Government's Exhibit 1906 received in evidence)

24 THE COURT: Ladies and gentlemen, I know that took a
25 little while and it wasn't the most scintillating testimony,

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1 but you have no idea how much time we just saved, and the Court
2 is greatly appreciative of the parties' willingness to enter
3 into these type of stipulation so we can present this testimony
4 to you and present this case to you in the most efficient way
5 possible.

6 What we're going to do, we're five minutes short of
7 the time for the break. Let's take the break now. So we'll
8 take 15 minutes. We'll bring you back at five minutes before
9 the hour. Please be prepared to come out then. Do not discuss
10 the case.

11 (Jury excused)

12 (Continued on next page)

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1 (Jury not present)

2 THE COURT: You're welcome.

3 Anything for me?

4 MR. MARK: Your Honor, I just wanted to raise that the
5 majority of the defendants' cross-examination of Chance Miller
6 appeared to be directed towards essentially putting the NCAA on
7 trial, basically the business of college basketball on trial.
8 I know your Honor sustained a few objections, overruled a
9 number of them, but largely this was our concern with our
10 motion *in limine* that we filed, that what the defendants -- and
11 I have just sort of a list of ten-plus questions that were just
12 geared, we would just say, completely towards putting the NCAA
13 on trial as opposed to the critical issue here, which they seem
14 to say is there's no dispute about certain payments being made,
15 but what was their intent on doing it? None of those are at
16 all relevant to determining what appear to be the key issues
17 during this case.

18 THE COURT: Is there an application?

19 MR. MARK: I think, once again, there might be an
20 appropriate curative instruction that we would propose to your
21 Honor to do that. We'd like to probably just consider a little
22 bit how to phrase that, but as you see, we really -- we want to
23 both tee this up, but we're very concerned if there continues
24 to be cross-examinations that are bringing in things that are
25 completely extraneous, after the fact, things like the Rice

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1 Commission report. I mean, the Rice Commission report was, in
2 fact, a report that NCAA took upon itself to look inside and to
3 really scrutinize the business of what's happening in college
4 basketball because of the indictments in this case.

5 So there's a lot of potential prejudice by these
6 questions. We'd like to consider a proposed curative
7 instruction, and we really would like to prevent continued
8 cross-examination of certain witnesses along these lines.

9 THE COURT: I don't know if you want to respond.

10 MR. HANEY: I want to respond briefly, if I may, your
11 Honor. I don't agree with the characterization that he's
12 broadly calling the defense's cross-examination. I don't agree
13 that my cross-examination was. The majority of it, very
14 limited mention of NCAA rules. My cross-examination dealt with
15 my client, dealt with Lamont Evans, dealt with his knowledge of
16 the athlete-agent dynamics on campus. I don't agree with Mr.
17 Mark's characterization as it relates to my cross-examination
18 of Mr. Miller that the majority of it was focused on the NCAA
19 rules for amateurs. Thank you.

20 MR. CHANEY: Your Honor, to the extent that those
21 questions were gone into by myself on cross-examination, it was
22 because we were responding to issues injected into this trial
23 by the government's questioning of this witness. They chose to
24 call a witness exclusively because of his participation in
25 compliance at the NCAA and injected those issues into the case

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1 to the degree that a limiting instruction is appropriate. It's
2 potentially limiting in both senses for both parties because
3 simply allegations that either of the defendants in this case
4 committed NCAA rules is not the basis of a criminal
5 prosecution. So injecting issues of NCAA compliance is harmful
6 to us, and we felt it appropriate to respond in kind.

7 THE COURT: Well, let me tell you, I did give you a
8 little bit of leeway because of Mr. Miller's testimony
9 concerning his background with the NCAA and conducting
10 investigations and the types of things that could be violative
11 of NCAA rules. I thought it was appropriate to allow you some
12 leeway to make the point that violating an NCAA rule is not
13 necessarily the equivalent of violating a federal law.

14 But having allowed you to make those points, I do
15 think that you went a little bit further, and I do want to put
16 the defense on notice that we are not going to be trying the
17 NCAA in this case. There are a lot of facts to deal with, and
18 you'll have plenty of opportunity to deal with the facts that
19 deal with Mr. Dawkins and with Mr. Code, but we're not going to
20 go much beyond that.

21 MR. HANEY: Thank you, your Honor.

22 MR. CHANEY: Understood.

23 THE COURT: Thank you. Don't be late.

24 MR. MOORE: Your Honor, may I make one brief point?

25 THE COURT: Absolutely, Mr. Moore.

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1 MR. MOORE: With respect to Mr. Solowiejczyk's
2 comments before the jury came back in, I decided to go back and
3 look at PACER. And Mr. Solowiejczyk made the comment that the
4 government can't really compel these coaches to come in and
5 testify.

6 I have been told throughout my discussions with the
7 Southern District in both cases that their policy is that you
8 always make everyone plead guilty to everything that they did.
9 In this case they had -- they took guilty pleas from Lamont
10 Evans, from Mr. Bland, and from Mr. Richardson to Count One of
11 indictments where they charged them with multiple counts. They
12 could have done that with the reservation or stipulation that
13 those gentlemen cooperate. They did not do that.

14 I would also note for the record that while the
15 defense has no ability to strip away someone's Fifth Amendment
16 privilege and compel them to testify under a grant of immunity
17 after they plead guilty to certain crimes, the government does
18 have that power. And so to suggest that the government has no
19 ability to compel those three coaches to come in or to suggest
20 that the government has no ability to bring in those three
21 undercovers and that they should not be perhaps held to account
22 for that is, in my view, erroneous. I simply wanted to make
23 that statement.

24 THE COURT: Solowiejczyk, did you want to respond?

25 MR. SOLOWIEJCZYK: Your Honor, I don't think it

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1 requires much response because it's, frankly, an utterly
2 frivolous argument. Number one, what the terms of the plea
3 agreement were with these coaches is not the point. The point
4 is that these are coaches who've pled guilty to crimes.
5 They're going to be sentenced before your Honor. They have
6 Fifth Amendment rights up through sentencing, your Honor. And
7 to imply to the jury that by not calling them, that's something
8 that they should hold against the government in meeting its
9 burden, it makes absolutely no sense. And it particularly
10 makes no sense because, as your Honor is aware, a standard jury
11 instruction in this district is that uncalled witnesses are
12 equally available to both sides.

13 So the notion that every time the government doesn't
14 go around immunizing everybody who could potentially provide
15 any testimony, that that should somehow be an argument that the
16 defense can now make to the jury is just utterly, frankly,
17 illogical.

18 THE COURT: Also, as I understand the Southern
19 District's policy, it's not that everyone who pleads guilty
20 pleads to everything, it's cooperators plead to everything.

21 MR. SOLOWIEJCZYK: That's true, too, your Honor. I
22 didn't even feel like it was worth getting into the merits of
23 that assertion.

24 THE COURT: I'm sorry. Mr. Moore, did you want to say
25 something else?

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1 MR. MOORE: I think I've made my point. My point,
2 however, again, is that to suggest that all witnesses are
3 equally available, that is not correct. They have the
4 authority to compel these witnesses to testify. And I would
5 note that the record here indicates that they asked your Honor
6 to postpone sentences of at least one of these cooperators,
7 when your Honor had scheduled a sentencing pretrial, to after
8 the trial. They could have had that sentencing go forward and
9 then they could have compelled that witness to testify and
10 taken away that person's Fifth Amendment privilege. So
11 Mr. Solowiejczyk, I believe, is incorrect.

12 With respect to -- again, we'll get to the *Touhy* issue
13 and our ability to call these undercovers at an appropriate
14 point in the case, but, again, to suggest that we're on the
15 same footing with them with respect to those two types of
16 witnesses, law enforcement and cooperators, is in my view
17 incorrect.

18 THE COURT: Well, there are a lot of legal and factual
19 issues involved in the arguments that are being made here. I'm
20 not aware of all of the facts concerning this, but certainly
21 the individuals that pled guilty before me, the three coaches,
22 they do maintain their Fifth Amendment rights through
23 sentencing. There's a lot of law concerning whether or not the
24 government can or should or should be made to grant those
25 individuals immunity with respect to the other aspects of the

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1 areas where they face jeopardy, but, again, that's not going to
2 be resolved today and that's going to have to be -- I would
3 encourage the parties to have conversations about what it is
4 exactly that you want to do, and then I'll be happy to settle
5 any disputes that you have.

6 MR. MOORE: Yes, sir.

7 THE COURT: OK. Don't be late.

8 MR. HANEY: Thank you, your Honor.

9 (Recess)

10 THE COURT: Please get your witness or have him to
11 take the witness stand.

12 So there's no confusion going forward, the 15 minutes
13 starts to run when the jury goes out.

14 MR. MARK: We're sorry, your Honor.

15 THE COURT: Let's get the jury.

16 (Continued on next page)

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Blazer - Direct

1 (Jury present)

2 THE COURT: Everyone can be seated.

3 You want to call your next witness?

4 MR. BOONE: Yes, your Honor. The government calls
5 Louis Martin Blazer.

6 THE COURT: Mr. Blazer, please step up into the
7 witness stand and remain standing.

8 LOUIS MARTIN BLAZER,

9 called as a witness by the Government,

10 having been duly sworn, testified as follows:

11 DIRECT EXAMINATION

12 BY MR. BOONE:

13 Q. How old are you?

14 A. I am 49 years old.

15 Q. How far did you go in school?

16 A. I received my bachelor's from Carnegie Mellon University in
17 Pittsburgh.

18 Q. What did you study at Carnegie Mellon?

19 A. I studied industrial management, which is like business
20 management economics.

21 Q. When did you graduate?

22 A. I graduated in 1992.

23 Q. Since graduating, have you been employed?

24 A. Yes.

25 Q. How have you spent most of your professional life?

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Blazer - Direct

1 A. Most of my professional life was spent as a financial
2 adviser, investment adviser. I handled stocks, bonds, mutual
3 funds, annuities, life insurance products primarily for
4 retirees, business owners, wealthy individuals.

5 Q. Are you currently providing financial services to
6 individuals?

7 A. No, I'm not.

8 Q. Where do you currently work?

9 A. Currently, I am working for a recruitment firm, headhunter
10 kind of which finds jobs for people primarily in the tech
11 industry.

12 Q. Why are you no longer providing financial services to
13 individuals?

14 A. Well, in 2016 I settled a civil case with the Securities
15 and Exchange Commission, and as part of that civil settlement,
16 I was banned from the securities industry.

17 Q. You said you settled a civil case with the SEC. What was
18 the case about?

19 A. The case was about from 2010, approximately, to 2012. I
20 misappropriated funds for a number of my clients, which means I
21 took money from their accounts without their authorization or
22 knowledge and put them in movie and music investments. And
23 then when one of the clients found out, I moved money from a
24 separate client into his account to cover it and at the same
25 time moved money into a music investment for him without his

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Blazer - Direct

1 knowledge or authorization.

2 Q. Did your clients lose their money?

3 A. Yes, they lost money.

4 Q. Were you investigated by any other federal agency for that
5 conduct?

6 A. Yes, I was investigated by the United States Attorney's
7 Office.

8 Q. Did you ultimately cooperate with the United States
9 Attorney's Office?

10 A. Yes, ultimately, I cooperated with the U.S. Attorney's
11 Office.

12 Q. What does it mean to cooperate with the U.S. Attorney's
13 Office?

14 A. My understanding of cooperation with the U.S. Attorney's
15 Office meant that I was to provide substantial assistance in
16 the form of really three things: meeting with the U.S.
17 Attorney's Office wherever, whenever, and for how many ever
18 times I was asked to; two, I was asked to tell the truth in any
19 of those meetings that we had; and, three, I was asked to not
20 commit any more crimes.

21 Q. In cooperating with the U.S. Attorney's Office, did you
22 discuss other criminal conduct you had committed?

23 A. Yes, I did.

24 Q. Why'd you do that?

25 A. Well, because when I met with the U.S. Attorney's Office,

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Blazer - Direct

1 as part of the cooperation agreement, I had to basically be
2 100 percent truthful about anything that I had done in my past
3 that was inappropriate or illegal or may have been illegal. So
4 I discussed everything that I had ever thought I did wrong.

5 Q. What was the nature of the conduct you discussed?

6 A. The nature of the conduct was from about the near 2000 --
7 just to go back, when I had -- I was a financial adviser for
8 basically regular people, retirees, business owners, like I
9 said, up until about the year 2000. From 2000 on, I started to
10 work with professional athletes, managing their investments,
11 primarily NFL players. And I managed their investments, but in
12 addition to that, I handled a lot of the lifestyle management,
13 business management responsibilities that they needed like
14 handling their bill pay, their budgets, helping them with their
15 house, their cars, family issues. So it was sort of overall
16 business management.

17 And as a result of that, I -- from approximately 2000
18 until I stopped being a financial or business adviser, I worked
19 with a number of college football players, primarily college
20 football players. And from time to time I would pay them, make
21 payments to these players, and in exchange in the hopes when
22 they turn pro, they would sign with me as their financial
23 adviser.

24 Q. We'll get into that in more detail later.

25 In cooperating with the government, did you record

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Blazer - Direct

1 certain conversations you had with others?

2 A. Yes.

3 Q. Why did you do that?

4 A. Because I was asked to do that by the federal government by
5 investigators.

6 Q. What types of people did you record?

7 A. I recorded really individuals that I had had any --
8 basically were connected with anything in the direction of the
9 sports athletes, that kind of thing, the conduct that I was
10 exposed to with paying athletes and that sort of thing.

11 Q. For how long did you make recordings at the direction of
12 law enforcement?

13 A. I made recordings for approximately three years.

14 Q. During the course of your cooperation, did you meet someone
15 named Christian Dawkins?

16 A. Yes, I did.

17 Q. Do you see him in the courtroom today?

18 A. Yes, he is behind the monitor with the glasses on.

19 MR. BOONE: Your Honor, let the record reflect that
20 the witness has identified the defendant Christian Dawkins.

21 THE COURT: The record will so reflect.

22 Q. How did you meet Christian Dawkins?

23 A. One of the individuals that I was asked to record
24 conversations with by investigators early on was an old
25 football agent that I had done a lot of business with named

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Blazer - Direct

1 Safarrah Lawson. And Law introduced me to a guy. Law was from
2 Atlanta, introduced me to a guy named Rashan Michel, who was
3 also from Atlanta and did a lot of work in the basketball
4 space. He worked with -- he made suits for basketball players
5 and did a lot of business with basketball players. Rashan
6 introduced me to Christian, set up a meeting between Christian
7 and I in September of 2015.

8 Q. When you met Dawkins, did you know if he had a job?

9 A. I was -- I was under the understanding, yes, that he did.
10 I was told by Rashan that he had a job as well.

11 Q. What did you understand his job to be?

12 A. I understood that he was a sports agent with Andy Miller
13 Sports.

14 Q. What's Andy Miller Sports?

15 A. Andy Miller Sports is a sports agency. It's kind of at the
16 time was renowned as one of the top sports agents in the
17 business that handled NBA basketball players.

18 Q. And in layman's terms, what's a sports agent?

19 A. A sports agent is an individual who is sort of a legal
20 representative of an athlete typically and is charged with
21 procuring and negotiating contracts on behalf of that athlete.
22 Typically, I would say they are registered or licensed with
23 a -- whatever sport, like in the NBA or NFL or Major League
24 Baseball.

25 Q. Referring to professional sports leagues?

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Blazer - Direct

1 A. Professional sports leagues, yes.

2 Q. Did there come a time when you learned whether or not
3 Dawkins was, in fact, a sports agent?

4 A. Yes.

5 Q. What did you learn?

6 A. I learned that he was not a sports agent. He was more of,
7 what is termed in the -- in the business that I was in, as a
8 runner.

9 Q. What's a runner?

10 A. A runner is an individual who is sort of a liaison between
11 the sports agent and an athlete. They help the agent to -- to
12 sort of develop relationships with athletes and maintain the
13 relationships with athletes, but they don't do any of the
14 contracts or they're not technically a legal representative on
15 behalf of the athlete.

16 Q. Generally speaking, what were the nature of your recorded
17 conversations with Dawkins?

18 A. Initially, Christian asked me to consider being an
19 additional resource for him and the basketball players that he
20 was recruiting at colleges; meaning, he asked me to provide
21 money to him so that he could pay these players and their
22 families. And then the conversations evolved into there was
23 one particular player at South Carolina that he was paying he
24 talked to me about, and at South Carolina -- at the same time
25 there was a coach at South Carolina that he was paying as well,

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Blazer - Direct

1 and he asked me if I would be interested in taking over
2 payments to that coach so that I could have a relationship with
3 that coach as well and his players. Then the conversation
4 evolved into numerous coaches and doing the same thing with
5 numerous coaches at different schools.

6 Q. To be clear, at this point in time when you're recording
7 conversations, you're recording them at the direction of law
8 enforcement?

9 A. Absolutely at the direction of law enforcement.

10 Q. So are you posing as a financial adviser?

11 A. Yes, I'm posing as a financial manager or business manager.

12 Q. What did you understand to be the purpose for these
13 payments?

14 A. The purpose of the payments varied, but my understanding
15 initially was that to the South Carolina coach, they would --
16 they were payments to basically do what I was doing, you know,
17 in my career with NFL players, which was to pay them certain
18 amounts of money to help them out with whatever they needed at
19 the time, and then they would turn to me and consider me as
20 their financial adviser when they turned pro. It was the same,
21 same type of situation here, where if I was helping him to pay
22 a player or helping him to pay a coach, that that player or
23 coach would in turn hire Christian as his agent and would hire
24 me as the financial adviser. So the payments were to develop
25 relationships with those players or coaches.

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Blazer - Direct

1 Q. Focusing specifically on the payments to coaches --

2 A. Yes.

3 Q. -- what specifically was the purpose in paying a coach?

4 A. The purpose --

5 MR. HANEY: Objection, your Honor, to foundation. I
6 don't think he's laid a foundation for this.

7 THE COURT: Mr. Boone, ask another question.

8 Q. You testified earlier that Dawkins initially talked to you
9 about paying a coach at South Carolina. You recall that?

10 A. Yes.

11 Q. Who was that coach?

12 A. Lamont Evans.

13 Q. You testified earlier that Dawkins then later talked with
14 you about paying other coaches at other universities?

15 A. That's correct.

16 Q. What was the purpose of paying those coaches?

17 MR. HANEY: Objection as to foundation, your Honor.

18 THE COURT: Overruled.

19 MR. HANEY: Thank you.

20 Q. You can answer.

21 A. The purpose of paying the coaches was to establish a
22 relationship with the coach so that the coach would send the
23 players, either the players that they were recruiting for their
24 schools or had at their schools at the time, to me for
25 financial or business advisory services.

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Blazer - Direct

1 Q. What did you understand Dawkins would get, if anything, out
2 of this arrangement?

3 A. At the time -- well, initially, it would have been the
4 agent work. He was working as -- for Andy Miller's sports
5 agency and -- when we were working on the Lamont situation. So
6 it would be representation, the representation piece, and then
7 later on it would be business advisory services as well.

8 Q. During the course of your cooperation, did you meet someone
9 named Merl Code?

10 A. Yes, I did.

11 Q. Do you see him in the courtroom today?

12 A. Yes. He is second from the left over there.

13 Q. In the back table?

14 A. Yes, in the back table, yes.

15 MR. BOONE: Your Honor, let the record reflect that
16 the witness has identified the defendant Merl Code.

17 THE COURT: The record will so reflect.

18 Q. How did you meet Merl Code?

19 A. I was introduced to Merl Code through Christian Dawkins at
20 a meeting that we had in New York in June of 2017.

21 Q. When you met him, did you know if he was employed?

22 A. Yes, I did.

23 Q. What did you understand his job to be?

24 A. I understood his job to be he worked at Adidas. He worked
25 with basically grass roots programs in basketball and with

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Blazer - Direct

1 college coaches as well.

2 Q. When you say "grass roots programs in basketball," what are
3 you referring to?

4 A. Grass roots is high school-aged travel basketball, usually
5 really good players from all over a certain area from which
6 college coaches usually recruit for their schools.

7 Q. This meeting you had with Merl Code, was it recorded?

8 A. Yes, it was.

9 Q. Generally speaking, what was the nature of what was
10 discussed with code in that meeting?

11 A. Generally speaking, it was about what Merl's -- Merl's work
12 history. He worked at Nike and then came over to Adidas. And
13 generally speaking, we were using Merl to connect us with coach
14 and school relationships that he had that he could help us
15 procure through his influence at Adidas.

16 Q. When you say "we," who are you referring to?

17 A. It was me and the undercover agents from the FBI.

18 Q. We'll discuss that in more detail later. I want to first
19 talk a little bit more about your background.

20 You mentioned earlier that you were investigated by
21 both the Securities and Exchange Commission and the U.S.
22 Attorney's Office for misappropriating client funds?

23 A. Yes.

24 Q. Can you describe that in more detail. What exactly did you
25 do?

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Blazer - Direct

1 A. Well, back in -- as I said, back in 2010-ish, a business
2 partner of mine introduced me to a guy who was a movie producer
3 in Pittsburgh. He did kind of small budget movies, and he had
4 an idea for a -- well, he didn't have an idea. He got a script
5 for a movie, and he approached me about it. It was a movie, a
6 mafia movie starring Ving Rhames, and he came to me and said if
7 I was interested in having some of my clients invest in this
8 movie. He felt that he could make the movie for a million
9 dollars. So I agreed and I went out and started to talk to
10 some of my clients about it, and a few of them agreed to do it.
11 And so I started -- I put money into the movie project for
12 them, into the movie account, but I was nowhere near the
13 million dollars, and I knew I wasn't going to get there.

14 So the producer started to spend money in the -- on
15 the movie project, and the money was coming close to running
16 out. I panicked because I didn't want to see it fail, so I
17 just started moving funds from some of those clients' accounts
18 into the movie account. And around -- just around the same
19 time, that producer came to me and said that he had another
20 movie project, and he needed to finish it. It was almost done,
21 but he needed about \$200,000 to finish the project and wanted
22 to see if those same investors, my NFL player clients, would be
23 interested in investing in that. He said it was a horror
24 movie. It was starring Mischa Barton and Michael Clark Duncan,
25 and it was different from the mafia movie. And he said that

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Blazer - Direct

1 both of them combined would add diversification and greater
2 chance for success.

3 So I agreed to that as well, and I just started doing
4 the same thing. I just funded the movie account with funds
5 from my clients without their knowledge or authorization in
6 hopes that it would succeed and I could kind of fix it. And
7 then around 2013, one of my clients, client A, found out how
8 much I put into the movie project, into the movie investment,
9 and he freaked out and threatened me. And I panicked again and
10 I took money from a different client, client B, and I moved it
11 into client A's account to make him whole. And at the same
12 time, I took money from client B and I invested in this for
13 him, in this movie -- or music project, this music label
14 project, hundred thousand dollars. So I know -- but that's the
15 gist of what I did.

16 Q. Even the investment in the music project was also without
17 the client's knowledge?

18 A. Yeah, without that client's knowledge or authorization as
19 well.

20 Q. When did all this occur?

21 A. This occurred between 2010 and 2013.

22 Q. Where were you working at the time?

23 A. I was -- I had my own firm. It was called Blazer Capital
24 Management. It was sort of the business advisory side of
25 things that I described. And then I had an investment advisory

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Blazer - Direct

1 arm called Blazer Investment Advisors.

2 Q. How many people worked in those places?

3 A. About half a dozen people.

4 Q. Were other employees involved in your fraud?

5 A. No.

6 Q. How did you learn you were being investigated by the
7 Securities and Exchange Commission?

8 A. Well, at the time I had moved Blazer Investment Advisors, I
9 had partnered with a guy in Princeton named Munish Sood, and
10 Munish handled the investment advisory arm of the firm. And
11 the Securities and Exchange Commission was doing an audit of
12 the investment advisory, and the SEC had questions about one of
13 the transfers that was done for one of my clients.

14 Q. Did you respond to questions about that or did you direct
15 someone in your office to respond?

16 A. There was a compliance manager in Munish's office in
17 Princeton, New Jersey, and I talked to her about it. She asked
18 me the question, where -- what the transfer was for. And I
19 didn't lie about what the transfer was for. I said it was for
20 a movie and to take this other -- this other client out. But
21 what I did lie about was that he knew anything about it or knew
22 what it was for. So I lied to her, and she told that to the
23 SEC.

24 Q. And she obviously was unaware that you were lying to her?

25 A. Oh, yeah, she was unaware that I was lying to her.

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Blazer - Direct

1 Q. Did the SEC have any follow-up questions or requests?

2 A. Yes. They -- initially they wanted to see -- they wanted
3 to see any supporting materials or anything that I had that the
4 client knew what it was for and knew where the money was going.

5 Q. Were you truthful in your interactions to answer their
6 requests?

7 A. No. In addition to lying to them about him knowing where
8 or that I did this or what it was for, the client, I falsified
9 documents to support the lie, and I sent them to the SEC, like
10 an authorization and a deal memo for the movie. I falsified
11 documents and sent them to the compliance officer at the
12 investment adviser, and then she gave them to the SEC.

13 Q. Did you provide an explanation to the SEC regarding this
14 transaction?

15 A. Yes. I mean, I said -- again, I lied to the SEC and told
16 them that he was, the client was, aware of the transfer and
17 was -- and knew what it was for and knew that he did it, which
18 he did not know.

19 Q. Why did you lie?

20 A. Because I was hoping it would go away, and I didn't want to
21 get caught.

22 Q. What happened after you told all these lies?

23 A. The SEC probed further, and they sent a subpoena to me.
24 And they wanted to -- in that subpoena they wanted to know more
25 about the movie investment and more about all of my clients

J4NHDaw4

Blazer - Direct

1 and, you know, what had happened with the -- with the
2 investments.

3 Q. What did you do in response to the subpoena?

4 A. I immediately hired a securities attorney to answer the
5 subpoena and kind of went through everything with him.

6 Q. Did there come a time when you learned the U.S. Attorney's
7 Office may also be involved in investigating you?

8 A. Yes. I learned from my securities attorney that the
9 attorneys from the SEC -- the attorneys from the SEC told him
10 that I should probably talk to a criminal attorney because the
11 U.S. Attorney's Office was investigating this whole thing.

12 Q. What did you do after you learned that?

13 A. Well, I -- first thing I did was panic, but the second
14 thing I did was I talked to a criminal attorney. I hired a
15 criminal attorney.

16 Q. Did there come a time when you decided to meet with both
17 the SEC and the U.S. Attorney's Office?

18 A. Yes. In meetings and conversations that I had with my
19 criminal attorney, I spoke with him about what was going on and
20 everything. And I was just tired of the lies. I knew I was
21 caught and I knew it was over. I knew it was just a matter of
22 time, and I wanted to just stop the lying. So I asked my
23 criminal attorney to try to set a meeting with the U.S.
24 Attorney and the SEC.

25 Q. Who was present for that meeting?

J4NHDaw4

Blazer - Direct

1 A. There were approximately seven people from both the SEC and
2 the U.S. Attorney's Office, and on my side was my securities
3 attorney and my criminal attorney.

4 Q. Where was the meeting held?

5 A. The meeting was held at the U.S. Attorney's Office in New
6 York.

7 Q. What did you discuss at that meeting?

8 A. Well, going into that meeting, before I went in, my
9 attorneys basically said, whatever you do, whatever happens,
10 whatever has happened or whatever you've done, when you go into
11 this meeting, you need to tell the truth, nothing -- nothing
12 but the truth in this meeting. So what I did when I was
13 questioned was I spoke with the -- with the U.S. Attorney's
14 Office and the SEC, and I went over everything that happened.
15 I answered all their questions, everything that happened with
16 the movie/music investments, the transfer of funds from one
17 client to another, and then we discussed anything else that I
18 may have done in my career that was inappropriate or illegal.

19 Q. Were you truthful in this meeting?

20 A. Yes, I was truthful in that meeting.

21 Q. Did you discuss the fact that you had previously lied to
22 the SEC?

23 A. Yes, I discussed that and told them what I did and I lied
24 to the SEC and falsified documents and everything.

25 Q. Did you have additional meetings with the U.S. Attorney's

J4NHDaw4

Blazer - Direct

1 Office?

2 A. Yes, I did.

3 Q. Were you truthful in those meetings?

4 A. Yes, I was truthful in those meetings.

5 Q. Now, you referenced just now that you also discussed
6 conduct other than the movie and music investment fraud?

7 A. That's correct.

8 Q. What other conduct did you tell them about?

9 A. I told them, again, I had worked with a number of
10 professional athletes, and when they were in college, I would
11 make payments to them, to them or to their families, so that
12 they would consider hiring me as their financial adviser.

13 Q. When did you pay college athletes?

14 A. I paid them between the years 2000 and 2013, 2014.

15 Q. Typically, how much did you pay them?

16 A. Typically, I would pay them anywhere from -- you know, from
17 time to time it would be 100, 200, \$300 when I would see them.
18 Anywhere upwards of, depending upon the situation, 2,000 to
19 \$3,000 a month.

20 Q. How did you pay them?

21 A. Typically, mostly it was in cash, nothing that could ever
22 be tracked back to the individual. I would send them cash or
23 hand them cash if I saw them. And in addition to that, I did a
24 lot of Western Unions. I would send Western Union funds to
25 them.

J4NHDaw4

Blazer - Direct

1 Q. When you would send them funds through Western Union, would
2 you address it to the athlete?

3 A. No, I would never send it to the athlete. I would never
4 send it in their name or any way that it could be tracked back
5 to them. Most of the time it would be they would give me the
6 name of their girlfriend or friend or family member, something
7 like that, and then that person would pick it up and give it to
8 them and then I would just confirm that they got it.

9 Q. What was the purpose of making these payments again?

10 A. The purpose was to build a relationship with them and
11 secure the possibility that they were going to hire me as their
12 financial adviser when they turned pro.

13 Q. What universities did these players attend?

14 A. Some of them were Pitt, Penn State, Michigan, Notre Dame,
15 Northwestern, North Carolina, Alabama.

16 Q. Were you ever investigated by a government agency for
17 paying college athletes?

18 A. Yes.

19 Q. What agency?

20 A. I was investigated by the Secretary of State's office in
21 the state of North Carolina.

22 (Continued on next page)

23

24

25

J4N9DAW5

Blazer - Direct

1 Q. Approximately when was this?

2 A. This was around 2010, '11.

3 Q. Did you discuss this with the U.S. Attorney's Office?

4 A. I did.

5 Q. So what was the nature of the investigation of the
6 Secretary of State of North Carolina?

7 A. Well, back in 2009, '10, somewhere in there, I was
8 financial adviser to the New York Giants' first round pick who
9 had gone to school at North Carolina and he had a lot of his
10 old teammates this year who, maybe half a dozen of them were
11 projected to go very high in the NFL draft. And so he made an
12 introduction of me to them. And I went down to North Carolina
13 and built a relationship with a number of those guys and
14 started paying them, started paying them the way I had done
15 before.

16 I was later to find out that I wasn't the only person
17 paying these guys. There were other financial advisers and
18 other agents paying them as well. And the NCAA found out and
19 suspended a number of players and put sanctions on the school
20 and the coach.

21 And then the Secretary of State's Office in North
22 Carolina got involved with the investigation and I think
23 charged a few of the agents or people around it and they
24 questioned me on a couple different occasions as well.

25 Q. Why did they question you?

J4N9DAW5

Blazer - Direct

1 A. The line of questioning with me was about sort of my
2 involvement in this whole thing, what -- who I paid and how
3 much. And then primarily it was about the -- because I had
4 relationships with a number of different agents, they
5 questioned me about me paying the players on behalf of an
6 agent, which I didn't do. I was paying the players for me
7 because I wanted their business and I didn't need, necessarily
8 need the agent to, at the time, to -- to secure a relationship
9 with the players.

10 Q. Were you truthful in your interviews with the Secretary of
11 State of North Carolina?

12 A. Yes. Again, because I really didn't think that I was --
13 and she actually told me that the investigation wasn't directed
14 at me. It was more agents or people affiliated with the
15 agents. And, as I said, I wasn't working on behalf of any
16 agent so I didn't really feel I had any reason to lie to her.

17 Q. Who is she?

18 A. She was the investigator I think it was Dede Smith or
19 Williams or something like that from the Secretary of State's
20 Office in the State of North Carolina.

21 Q. So were you ultimately arrested or charged with any crimes?

22 A. No.

23 Q. Have you ever paid a college coach other than at the
24 direction of law enforcement?

25 A. No.

J4N9DAW5

Blazer - Direct

1 Q. Have you ever worked with a college coach to provide money
2 to an athlete's family?

3 A. Yes. On one occasion.

4 Q. Can you describe that occasion.

5 A. Well, back in 2008, 2009 I had a very close relationship
6 with a college football coach, an assistant coach at Penn State
7 University. And I was financial adviser to his son who was in
8 the NFL. This coach had a projected really high NFL draft pick
9 on his team. And despite just being a sophomore and finishing
10 up his sophomore year, the player was eligible to come out in
11 the NFL draft. And the coach wanted the player to consider
12 staying, thought it was a good idea to stay in school and not
13 come out for a variety of different reasons.

14 The player was leaning towards coming out in the NFL
15 draft. Amongst other reasons, as well, his family was dealing
16 with some financial hardships. And so he felt that if he came
17 out he would be able to take care of that, those financial
18 problems.

19 The coach, in an effort to convince or to have the
20 player consider to stay in school, set up a meeting between me
21 and the player's dad. And at that meeting the coach asked me
22 to provide ten thousand dollars to the player's family to help
23 with their problems that they were having. And in exchange for
24 that he would consider hiring me as his financial adviser
25 whenever the player turned pro.

J4N9DAW5

Blazer - Direct

1 Q. Where did this meeting occur?

2 A. This meeting occurred at the coach's home in State College,
3 Pennsylvania.

4 Q. Who was there?

5 A. It was the coach, the player's father, and me.

6 Q. And did you, in fact, provide ten thousand dollars?

7 A. I did.

8 Q. In what form?

9 A. It was a check, I believe.

10 Q. And what ultimately happened with the player?

11 A. The player ended up entering the 2009 draft. I think he
12 was the 11th pick overall in the draft. So he ended up
13 coming out anyway.

14 Q. And what happened to the loan?

15 A. It was paid back. The father paid the ten thousand back to
16 me.

17 Q. And did you inform the U.S. Attorney's Office about this
18 incident?

19 A. I did.

20 Q. Now, after discussing your criminal history with the U.S.
21 Attorney's Office, did the U.S. Attorney's Office offer you a
22 cooperation agreement?

23 A. Yes.

24 Q. And if we could show just for the witness Government
25 Exhibit 1811. You should also have a binder in front of you if

J4N9DAW5

Blazer - Direct

1 you want to see a paper copy.

2 A. Should I just look on --

3 Q. You can look on the screen if you want.

4 Do you recognize this document?

5 A. Do I just page up with this or do I have to -- OK. Yes, I
6 do.

7 Q. What do you recognize it to be?

8 A. This looks like my cooperation agreement with the U.S.
9 Attorney.

10 Q. And is that your signature on the last page of the
11 agreement?

12 A. It is.

13 MR. BOONE: Your Honor, the government offers
14 Government Exhibit 1811 into evidence.

15 THE COURT: Any objection?

16 MR. HANEY: No objection your Honor.

17 MR. CHANEY: No objection.

18 THE COURT: 1811 received.

19 MR. BOONE: Right now it's for the witness.

20 Right now it's been admitted. We will publish it to
21 the jury.

22 THE COURT: Very well.

23 (Government's Exhibit 1811 received in evidence)

24 Q. So this is your agreement.

25 If we could just go to the back page.

J4N9DAW5

Blazer - Direct

1 That's your signature?

2 A. Yes, it is.

3 Q. What are your obligations under this agreement?

4 A. My obligations under this agreement were to, number one,
5 meet with the U.S. Attorney's Office or investigators wherever,
6 whenever and for how many ever times I was asked to do that.

7 Two, I was to tell the truth to them when asked any
8 questions or in any discussions or meetings that I had with
9 them.

10 And three, to not commit any further crimes.

11 Q. Are you testifying here today as a part of this agreement?

12 A. Yes, I am.

13 Q. As a part of your agreement did you plead guilty to certain
14 crimes?

15 A. Yes, I did.

16 Q. What crimes?

17 A. Two counts of wire fraud; one count of securities fraud;
18 one count of lying to the SEC; and one count of aggravated
19 identity theft.

20 MR. BOONE: And Ms. Bustillo if you could go to the
21 first page, please.

22 Q. So what do those charges relate to?

23 A. Those charges relate to my conduct regarding the movie and
24 music investments and the transfer of funds in addition to the
25 payments made to college athletes.

J4N9DAW5

Blazer - Direct

1 Q. And does it also relate to the lying you discussed --

2 A. Oh, yes, and the lying to the investigators from the SEC.

3 Q. When did you plead guilty?

4 A. I pled guilty in I believe June of 2017.

5 Q. It may help to look at the date.

6 A. It was actually September 15, 2017.

7 Q. Have you been sentenced yet?

8 A. I have not.

9 Q. What is your understanding of what the government will do
10 for you if you comply with this agreement?

11 A. If I comply with the cooperation agreement the government
12 has said they will write what's called a 5K1 letter for me at
13 the time of sentencing which will outline in detail my
14 cooperation with them. And in addition to that any other
15 crimes that I've committed. And that letter will be given to
16 my sentencing judge.

17 Q. What is the maximum sentence you face with or without this
18 agreement?

19 A. 67 years.

20 Q. What sentence do you hope to receive by testifying?

21 A. (No response).

22 Q. And cooperating?

23 A. Hopefully something much less than 67 years.

24 Q. Has anyone from the government promised you what your
25 sentence will be?

J4N9DAW5

Blazer - Direct

1 A. No.

2 Q. Has anyone else made you any promises about what your
3 sentence will be?

4 A. No.

5 Q. As far as you know is the government going to recommend any
6 specific sentence to the judge?

7 A. No.

8 Q. As far as you know, will the outcome of this trial have any
9 effect on whether the U.S. Attorney's Office sends a 5K1 letter
10 to your sentencing judge?

11 A. It will not.

12 Q. Will the outcome of this case have any effect on what
13 sentence you will receive?

14 A. It will not.

15 Q. You mentioned an obligation to tell the truth. What
16 happens if you lie here today?

17 A. If I lie today here this is -- the cooperation agreement is
18 void.

19 Q. So will the government still write that letter for you?

20 A. They will not.

21 Q. If you lie and the government doesn't write that letter,
22 will you be able to take your guilty plea back?

23 A. No, I won't.

24 Q. And if you lie, what's your understanding about whether you
25 can separately be charged with perjury?

J4N9DAW5

Blazer - Direct

1 A. My understanding is I could be charged with perjury
2 separately.

3 Q. What happens if the government finds out about any crimes
4 that you haven't already disclosed to them?

5 A. This cooperation agreement would be voided as well.

6 Q. Now, you obviously mentioned earlier that the SEC is also
7 initiating an investigation into you for the mismanagement of
8 client funds?

9 A. Yes.

10 Q. What ultimately happened to the SEC's investigation?

11 A. We settled a civil suit and in addition to being banned
12 from working in the securities industry I was fined like close
13 to \$2 million.

14 Q. And did the SEC file civil fraud charges against you?

15 A. Yes, they did.

16 Q. I want to switch gears and focus now on the recordings you
17 mentioned earlier that you made. When did you begin making
18 recording at the direction of the government?

19 A. Back in I think November of 2014.

20 Q. And approximately when did you stop?

21 A. August of 2017.

22 Q. What did you record?

23 A. I recorded both phone conversations and meetings.

24 Q. What federal agency, if any, assisted you in making
25 recordings?

J4N9DAW5

Blazer - Direct

1 A. The U.S. Attorney's Office and the FBI.

2 Q. Now, I want to focus on the phonecalls you recorded. How
3 would you make a phone recording?

4 A. Well early on I was given a number to call into and I would
5 call in that number, hear a tone, and then I would call the
6 individual that I was directed to call. And then we -- my
7 phone was tapped eventually so anything that was done on that
8 phone was recorded. And then anything that I did, meetings I
9 was given --

10 Q. Let's slow down a little bit.

11 A. OK.

12 Q. So you just testified there are two different ways you
13 recorded phonecalls?

14 A. Correct.

15 Q. What was the first one?

16 A. The first way was I was given a telephone -- a number to
17 call into and I would call into that number and then I would
18 call out to the individual that I was directed to make a
19 phonecall to.

20 Q. And then a system would record that phonecall?

21 A. Then a system would record that phonecall, yes.

22 Q. What was the second way you recorded phonecalls?

23 A. My telephone was tapped, telephone number that I had was
24 tapped by investigators so anything that was done on that phone
25 I didn't have to call out to a system or anything like that, it

J4N9DAW5

Blazer - Direct

1 was just on my phone. The phone was tapped.

2 Q. And you were aware of that?

3 A. I was aware of that, yes.

4 Q. Now, how was it determined what conversations, what phone
5 conversations you would record?

6 A. Well, at the direction, discussions that I would have with
7 investigators about who we would -- who was to be recorded,
8 they would tell me that -- to these individuals or who you're
9 going to speak with and then there was a basic outline or
10 discussion about the nature of what those calls was going to
11 be.

12 Q. Who would give you that basic outline?

13 A. The investigators.

14 Q. Did you ever send or receive text messages?

15 A. Yes.

16 Q. How did that work?

17 A. Well, from that phone I would -- sometimes early on when I
18 was still working on that system where I would call in and then
19 call somebody up, I was sending -- I would send text messages
20 to the individual -- individuals that I was directed to and
21 then I would just send those text messages to the investigator.

22 And then when I was -- later on when my phone was
23 tapped, any text messages in or out they would kind of what's
24 called dumping my phone which was I guess all of the data from
25 my phone was captured.

J4N9DAW5

Blazer - Direct

1 Q. Now, you said you also recorded in-person meetings?

2 A. Yes.

3 Q. How was that handled?

4 A. I would -- I was given a device that I would either put in
5 my pocket or wear and then I would go into the meetings and the
6 device was a recorder and I would -- I would be recording while
7 I was in the meeting. And as soon as I was finished with the
8 meeting I would give the device back to the investigators when
9 I was done.

10 Q. So you got the device initially from the investigators?

11 A. I got the device from the investigators. I would go into
12 the meeting, record the meeting, leave the meeting, give the
13 device back to the investigators.

14 Q. When recording an in-person meeting, were recording devices
15 sometimes placed in the room itself?

16 A. Yes.

17 Q. What involvement, if any, did you have in that?

18 A. None. I didn't even know where they were.

19 Q. How was it determined what meetings you would record?

20 A. It was determined by the U.S. Attorney's Office, my
21 investigators, FBI, it was determined -- not by me. It was
22 determined by them.

23 Q. Were you given instructions on what to say before the
24 meetings?

25 A. I was given -- yeah, I mean an outline of what to say and

J4N9DAW5

Blazer - Direct

1 we would just discuss the nature of the meeting and everything
2 and I would be given certain things to make sure were conveyed
3 in the meeting, yes.

4 Q. Who would give you this outline of instructions?

5 A. The investigators.

6 Q. Do you know how many recordings you made over the course of
7 the investigation?

8 A. Hundreds. Hundreds of recordings.

9 Q. Do you know how many different people you recorded?

10 A. Probably in the dozens of people.

11 Q. What role did the government want you to play in the
12 conversations you recorded?

13 A. I was posing as a financial adviser, business adviser, just
14 what I had done prior to all of my troubles.

15 Q. Did you have an understanding of what the government's
16 goals were for the investigation?

17 A. No. I didn't. I was not privy to those discussions.

18 Q. Did you know when the investigation would end?

19 A. I had no idea when it was going to end or where -- or
20 really where it was going. I was just -- I wasn't involved in
21 those discussions.

22 Q. Did you travel to make any recordings?

23 A. Yes.

24 Q. How was your travel typically handled?

25 A. Early on, before I started working with the FBI, I was -- I

J4N9DAW5

Blazer - Direct

1 would book my own travel and I wasn't reimbursed for anything
2 so I would just pay for whatever I was doing and I would do my
3 own travel and pay for it.

4 Later on -- sometimes my travel was arranged for me
5 and it was paid for upfront. On other occasions I would book
6 my own travel and then I would submit receipts to the FBI
7 agents and they would reimburse me.

8 Q. When you say sometimes your travel would be arranged for
9 you, who would -- what agency would be arranging it?

10 A. I'm referring to the FBI. When I started working with the
11 FBI they on many occasions would book my flights for me or a
12 hotel, something like that.

13 Q. Were there times when the government directed you to give
14 cash to certain individuals?

15 A. Yes.

16 Q. For what purpose?

17 A. For the purpose of paying those individuals for whatever
18 influence or -- whatever they needed to send clients or to
19 develop clients for the business that I was posing to be in.

20 Q. Could you explain that. What were you posing to be? What
21 were the clients?

22 A. I was posing to be in the financial or business advisory
23 services business. And I would make payments to most -- most
24 of the payments that were made were to either people who were
25 involved in the sports side of things.

J4N9DAW5

Blazer - Direct

1 Q. What was the purpose of you making those payments?

2 A. To build a relationship with those individuals so that they
3 would in turn refer players, clients, athletes to me for
4 business.

5 Q. And when you had to give cash to an individual, how was
6 that handled?

7 A. I would meet with the investigators. They would give me
8 the cash. I would go into a meeting with whoever we were
9 meeting and I would give the cash to that individual and then I
10 would come back after the meeting and meet with the
11 investigators.

12 Another way was sometimes I did wires to these
13 individuals. And the investigators would deposit that cash
14 into my bank account. And I would do a wire to the individual.
15 And then I would send the investigators a receipt that I did
16 the wire.

17 Q. Were you ever paid for making a recording?

18 A. No.

19 Q. Now, you mentioned earlier that one of the individuals you
20 recorded was at the direction of the government was Christian
21 Dawkins. Can you explain in a little more detail how you met
22 Christian Dawkins?

23 A. Well, as I said there was -- one of the guys I was asked to
24 record was a football agent in Atlanta. And he introduced me
25 to a guy named Rashan Michel, who was also in Atlanta. And

J4N9DAW5

Blazer - Direct

1 Rashan did a lot of business in the basketball space.

2 And, again, I was posing as a person interested in
3 getting these athlete clients for business advisory services.
4 So Rashan set up a meeting, said that he wanted me to meet this
5 guy who was an agent for Andy Miller Sports and thought that it
6 would be a great connection for me in what I was -- for both of
7 us, for Rashan and for me in what I was trying to do with
8 basketball players in the basketball space, similar to working
9 with football players.

10 So, Rashan set up a meeting in a lobby bar of a hotel
11 in Atlanta. And Christian and I met and discussed background
12 and a lot of the sort of basketball stuff with Rashan. Rashan
13 was there as well.

14 Q. You mentioned -- you testified, rather, earlier that at
15 that time your understanding was that Dawkins was a sports
16 agent?

17 A. That's correct. I thought he was --

18 MR. HANEY: Objection, your Honor.

19 THE COURT: Overruled.

20 MR. HANEY: Thank you.

21 THE WITNESS: I thought he was a sports agent with
22 Andy Miller Sports.

23 Q. Prior to cooperating with the government had you ever heard
24 of Christian Dawkins?

25 A. No.

J4N9DAW5

Blazer - Direct

1 Q. You never talked to him before?

2 A. Never talked to him before.

3 Q. So what did the two of you discuss at this meeting?

4 A. At the initial meeting, it was like September of 2015 we
5 discussed a little bit about each other's background. He was
6 from Saginaw. I had some old football clients from Saginaw.
7 We talked about sort of mutual friends. Then kind of got into
8 his background and dealing with or working with basketball
9 players. And discussed -- discussed, again, his needs, me
10 being a resource and helping him to make payments to these
11 players. And, in addition, to him steering those players to
12 his agency for representation he would send the players my way
13 for business financial services.

14 Q. How did the meeting end?

15 A. The meeting ended and we decided that we would reconnect at
16 some time, we would follow up and that was really it. We
17 didn't really make any substantial plans to talk again.

18 Q. Do you recall when you next heard from Dawkins?

19 A. After that my next contact with Christian was in early
20 December 2015. He sort of out of the blue sent me a text
21 message. And that was the next time I heard from him.

22 Q. So approximately how much time had passed between the
23 meeting you just described and when you received the text
24 message?

25 A. Well the meeting, if I recall, was mid to late September of

J4N9DAW5

Blazer - Direct

1 2015. And then it was December. So, a good, maybe two months.
2 Early December of 2015 we reconnected.

3 Q. I want you to take a look at and for right now just for the
4 witness's eyes what's been marked for identification as
5 Government Exhibit 1812.

6 A. OK. Just look at it on -- it's not in the book?

7 Q. Whatever is easier for you. It should also be in the book.

8 A. Yeah, this is good.

9 Q. Do you recognize this document?

10 A. I do.

11 Q. What is it?

12 A. This is a -- an e-mail that I sent to myself that was
13 copied from a text message like I did early on that reflects
14 the conversation, the text chain between me and Christian, sort
15 of the reconnect text message that he sent me.

16 Q. Does it accurately reflect the text exchange between you
17 and the defendant?

18 A. It does.

19 MR. BOONE: Your Honor, the government offers
20 Government Exhibit 1812.

21 THE COURT: Any objection?

22 MR. HANEY: No objection, your Honor.

23 MR. BOONE: If we could publish it for the jury,
24 please.

25 THE COURT: There is no objection on the --

J4N9DAW5

Blazer - Direct

1 MR. CHANEY: We have no position, Judge. No
2 objection.

3 THE COURT: So that exhibit will be received.

4 (Government's Exhibit 1812 received in evidence)

5 Q. Now, you said you just sort of as background you said this
6 is a text exchange you received on your phone but you e-mailed
7 it to yourself; is that correct?

8 A. Yes.

9 Q. Why did you do that?

10 A. Well, because I -- when I was -- initially when I was
11 receiving text messages they weren't captured on my phone so
12 what I did to send the text message to investigators at that
13 time, my investigator at that time, was I just copied the text
14 chain and then from my phone e-mailed it to myself so that I
15 could send it off to the investigator.

16 Q. And is that what this reflects, you e-mailed to yourself?

17 A. Yeah. It's from Blazer Cap to Blazer Cap and then I would
18 send it to the investigator.

19 Q. What is Laval Jackson?

20 A. Yeah. Laval Jackson. Oh, Laval Jackson was the
21 investigator for the U.S. Attorney's Office.

22 Q. Now if you could walk us through -- this is fairly long
23 chain. If you could walk us through the part of the chain you
24 just described; in other words, you said Dawkins reached out to
25 you and there's an exchange, what part of this represents that?

J4N9DAW5

Blazer - Direct

1 A. Really the first couple paragraphs -- I mean I could read
2 it or --

3 Q. If you could read, and if you could be clear on who is sort
4 of saying what?

5 A. OK. So Christian sends to me, Marty: This is Christian
6 Dawkins, from ASM Sports. We sat down briefly in Atlanta. I
7 wanted to reach out to you to see if you had any interest in
8 working together on a few prospects. Let me know if you have
9 any time to talk. Thank you.

10 Then I say: Yeah, for sure. Thanks for reaching out.
11 Let's talk Monday if that works.

12 And then Christian says: What time do you have time
13 on Monday?

14 And then I say: Around 11 a.m.

15 And then he says: I've got a flight at 11:45 so do
16 you have any time around 10:30?

17 And then I say: Yeah, that's perfect.

18 Then he says: OK. I will call you. Looking forward
19 to reaching out.

20 I say: Great. Thanks. Me too.

21 Q. And so after that exchange it looks like there is another
22 exchange. Is that what's reflected below what you just read?

23 A. Yes.

24 Q. So if we could go back to that first page and if you could
25 pickup where you left off.

J4N9DAW5

Blazer - Direct

1 A. Christian says: Do some research on PSA Cardinals AAU
2 program. They produced Chris McCullough who signed with us
3 last year; Thomas Bryant, Indiana; Cheick Dallio, Kansas; Terry
4 Larrier, UConn; Omari Spellman, Villanova; Mohamed Bamba (next
5 Kevin Garnett type) loaded program; Bennie Boatwright, USC,
6 first round pick of the year; Danuel House, Texas A&M, late
7 first round guy for this year; Jon Isaac, Florida State lottery
8 level player; PJ Dozier, South Carolina first round level
9 player.

10 Then I say: Perfect. Thanks. I'm on it.

11 Q. Let's back out of that for a minute.

12 Now, initially you say Dawkins sent an exchange
13 discussing prospects and working together. What did you
14 understand him to mean by that?

15 A. Christian had individuals like the ones listed in the text
16 message who were prospects, in other words, potential clients
17 for him and ASM Sports and he, when he meant working together,
18 my understanding was he was paying these prospects, making
19 payments to these prospects to encourage them to hire him on
20 the agency side for representation and me working with him to
21 provide resources or payments to help him, I would be
22 considered for the financial or business management side of
23 things for these players as well.

24 Q. And now looking at the paragraph where it begins "Do some
25 research on PSA Cardinals AAU program," what did you understand

J4N9DAW5

Blazer - Direct

1 him to means by Cardinals AAU program?

2 MR. HANEY: Objection, your Honor. Foundation.

3 THE COURT: Overruled.

4 MR. HANEY: Thank you.

5 THE WITNESS: PSA Cardinals AAU program meaning a
6 grassroots basketball program of a high level.

7 Q. What is that again?

8 A. Grassroots again is a high school age travel basketball,
9 relatively -- usually high level basketball players from a
10 certain area and college coaches typically recruit their
11 players for their colleges from these AAU type elite basketball
12 grassroots programs.

13 Q. And so what was your understanding as to why Dawkins was
14 asking you to do research on this program and listing the names
15 of the individuals listed here?

16 A. My understanding of it was that he had great contacts with
17 that AAU program; that there were bigtime players, basketball
18 players or basketball recruits who came out of that AAU
19 program, and that they had dealt with some of those players in
20 the past and there were more players in the pipeline, recruits
21 that they were working on.

22 Q. OK. And if we could go on to sort of the rest of the
23 chain. I think you ended on "Perfect. Thanks. I'm on it."

24 So what came next?

25 A. This is, in reference to a meeting that we had and/or

J4N9DAW5

Blazer - Direct

1 meeting that we were setting up. We had a discussion about
2 meeting in Atlanta, I believe, on the 10th was a Thursday,
3 December 10th, 2015. And we were just discussing
4 coordinating when we were going to meet and where we were going
5 to meet.

6 Q. If you could look at the next page.

7 What's being discussed here? Is this continued
8 coordination?

9 A. It was Christian saying: Just wanted to confirm. Does
10 7 p.m. meeting at the Westin by the airport on Best Road work
11 for you tomorrow?

12 And then I said: Yeah. That time should work, better
13 if we could do at my hotel Courtyard Sullivan Road. Please let
14 me know.

15 He says: OK I can come there. See you tomorrow.

16 I say: Perfect. Thanks.

17 Q. Sort of fast forwarding to the bottom of this chain, if you
18 could describe, it looks like the logistics sort of stop -- you
19 stopped discussing. What's being discussed after that?

20 A. Where?

21 Q. "This is your boy?

22 "Yeah, that's Scott."

23 A. "This is your boy?

24 "Yeah, that's Scott. He has so much leverage now."

25 Q. Do you know what you're referring to?

J4N9DAW5

Blazer - Direct

1 A. I can't -- I can't remember.

2 Q. And what about the part below that question: Do you have
3 any private lenders?

4 A. He -- Christian is asking me, "Do you have any private
5 lenders or banks who will extend money to the parent of a
6 potential first rounder right now? He will sign off on
7 everything."

8 So he's asking me if I can procure, if I've got any
9 relationships with any either private individuals looking to
10 lend money or a bank who will lend money to a parent of a
11 potential first round basketball player.

12 Q. Now, this term, "first rounder," also is mentioned earlier.
13 What is a first rounder?

14 A. There are in the NBA there are two rounds of -- in the NBA
15 draft there are two rounds. Each team picks a player in the
16 first round and then each team picks a player in the second
17 round.

18 So "first rounder," he means somebody of a higher
19 caliber, a first round pick. And there are only a limited --
20 each team picks one player in the first round typically. So
21 first rounders are a really good player. And their contracts
22 are guaranteed as well. Second rounders in the NBA, their
23 contracts are not typically guaranteed. So the money for a
24 first rounder is much bigger.

25 Q. And this may be obvious but is the NBA draft the way in

J4N9DAW5

Blazer - Direct

1 which the NBA selects players to play in the NBA?

2 A. Yes.

3 MR. HANEY: Objection, your Honor. Foundation. He's
4 testing how contracts are structured in the NBA. I don't think
5 he has any knowledge of that.

6 THE COURT: Objection is overruled.

7 Q. Now, I want to now take a look at -- one second, your
8 Honor.

9 (Counsel confer)

10 Q. Your Honor, I'd now like to offer, pursuant to one of the
11 stipulations we read earlier, Government Exhibit 401. It's a
12 consensual phonecall.

13 THE COURT: Very well.

14 MR. BOONE: And the related transcript as well, your
15 Honor. Government Exhibit 401T.

16 THE COURT: Very well.

17 (Government's Exhibits 401 and 401T received in
18 evidence)

19 MR. BOONE: Ms. Bustillo, when you're ready if we
20 could start from the beginning of that recording.

21 (Audio played)

22 MR. BOONE: If we could pause it there.

23 Q. Do you recognize this recording?

24 A. Yes.

25 Q. Is it a recording that you made?

J4N9DAW5

Blazer - Direct

1 A. Yes.

2 Q. What is it a recording of?

3 A. It is a recording of the conversation between Christian
4 Dawkins and I in December of 2015.

5 Q. And who is talking?

6 A. Christian, Christian Dawkins and me.

7 Q. And Dawkins references a meeting with Michel. What did you
8 understand him to be referring to?

9 A. That was the initial meeting that Rashan Michel set up
10 between Christian Dawkins and I.

11 MR. BOONE: And your Honor I think we might need
12 assistance in turning up the volume on the recording.

13 THE COURT: You're looking at the wrong guy.

14 MR. BOONE: Why don't we start from the beginning so
15 we can hear it more clearly.

16 (Audio played)

17 Q. So what are you discussing at this point in time in the
18 call?

19 A. What we're discussing is essentially I think both Christian
20 and I were on the same page and Christian asks why has it been
21 so long since we've -- since that initial meeting, why haven't
22 we -- what was your take on why we did not continue to
23 communicate from September to December.

24 And we both kind of agreed. But I said I think we had
25 had maybe another conversation somewhere in there or my

J4N9DAW5

Blazer - Direct

1 conversations with Rashan and Rashan was -- and, again, under
2 the direction of my investigators when I'm cooperating, Rashan
3 was saying send the money to me that Christian needs. And then
4 I will get it to Christian. And Christian will then give it to
5 the players.

6 And my investigators, in our discussions, we basically
7 said this isn't really real, this guy, Rashan is probably --
8 just whatever we would do is going to take the money and it
9 will never get to Christian or anyone else.

10 And I think Christian on his behalf felt kind of the
11 same way. And this -- the way we were introduced through
12 Rashan, we both kind of felt Rashan was a little more than a
13 little bit crazy and we kind of both said this probably isn't
14 the best way to be introduced.

15 So, Christian is asking why haven't we kept in touch.
16 And I'm basically saying it was because Rashan was the
17 intermediary. Neither one of us felt comfortable with that.
18 And Christian agreed about that. So that's kind of what we're
19 talking about there.

20 MR. HANEY: Your Honor, I would object to what -- he's
21 characterizing what my client felt and understood. He doesn't
22 know that.

23 THE COURT: Mr. Haney, do not make any speaking
24 objections.

25 MR. HANEY: Thank you, your Honor.

J4N9DAW5

Blazer - Direct

1 THE COURT: The objection is overruled.

2 MR. BOONE: Please continue playing the recording.

3 (Audio played)

4 Q. Let's pause here. When you say "Andy," who are you
5 referring to?

6 A. Andy Miller.

7 Q. Who is that?

8 A. Sports agent, the guy that was the owner of Andy Miller
9 Sports.

10 Q. That's where you thought Christian was --

11 A. I thought Christian -- at the time I thought Christian was
12 an agent at Andy Miller Sports.

13 MR. BOONE: OK. You can continue.

14 (Audio played)

15 Q. What did you understand Dawkins to mean by "buffer"?

16 MR. HANEY: Same objection, your Honor.

17 THE COURT: Overruled.

18 MR. HANEY: Thank you.

19 THE WITNESS: Rashan Michel, the individual who
20 introduced me to Christian and set up the initial meeting with
21 Christian. And, again, kind of what I was saying before.
22 Christian was on the same page with me that maybe it's best if
23 we just talk to one another as opposed to having Rashan
24 involved in our discussions. We both agreed to that.

25 MR. BOONE: You can continue.

J4N9DAW5

Blazer - Direct

1 (Audio played)

2 Q. What did you understand Dawkins to be talking about in this
3 section?

4 A. Well this section he's talking about sort of the nature of
5 the basketball agency industry and just explaining to me that
6 Andy Miller Sports, the firm that he worked for, was a big firm
7 and was poised to have a lot of really high level basketball
8 players and that he was in need of my help in the form of
9 resources, money, to get things done for individuals that he
10 was recruiting to hopefully sign with Andy Miller Sports.

11 And he mentions that I know you're not a rookie in the
12 business. He knows that I was -- had -- checking my background
13 or from Rashan or other sources he knew that I had been in the
14 football space for a while and I'm -- and I had to make
15 payments to those players as well.

16 So he was just in this piece saying I'd like to
17 consider you as an additional resource to help us with these
18 recruits that we're trying to sign.

19 Q. What did you understand by what he meant when he said
20 "resource, as many resources as I possibly can"?

21 A. Funds. Money.

22 MR. BOONE: You can continue.

23 (Audio played)

24 Q. So what did you understand Dawkins to be explaining there?

25 A. He is asking me to consider being an additional resource

J4N9DAW5

Blazer - Direct

1 for him to help recruit potential players for his agency and
2 then mentioning that my -- my understanding his boss at Andy
3 Miller Sports, Andy, was providing some of these resources, but
4 not enough for what Christian needed to recruit these players.
5 So Christian was coming to me to say, OK, provide these
6 resources. I will give you the financial advisory business but
7 I don't -- because -- I don't want to have to go back to Andy
8 all the time and ask him for resources, ask him for money to
9 pay these recruits. So that's what he's talking about there.

10 MR. BOONE: OK. We can continue.

11 (Audio played)

12 Q. So earlier in that section there is discussion of football.
13 What did you understand Dawkins to be making in discussing
14 football versus basketball?

15 A. Christian was aware that my background was more with NFL
16 players and football than it was with basketball so I think
17 what he was -- what he was saying there was -- drawing the
18 comparison and saying that he's recruiting both college players
19 and players in high school, on the grassroots side. Because in
20 basketball these players are one and done as compared to
21 football where they have to be in college for three years
22 before entering the NFL draft two or three years.

23 Q. What do you mean, one and done?

24 A. One and done is an NBA rule whereby a basketball player has
25 to play in college for at least one year before entering the

J4N9DAW5

Blazer - Direct

1 NBA draft.

2 So he was saying that you -- if you're recruiting high
3 school players have to be considered in this situation too
4 because if a high school player that you're working on as a
5 recruit for financial services or for representation, if you're
6 paying the high school recruit, that high school recruit is
7 going to perhaps go to college for one year and then they're
8 going to be eligible for the draft. So it's different from
9 football. You need to get at these players much earlier.

10 Q. And there was also discussion of a cushion, a monthly
11 cushion. What did you understand to be meant by that?

12 A. I -- by that I meant that he was recruiting a lot of
13 players and he had already had commitments out there to a
14 number of different players that he was recruiting and he
15 needed to have extra funds so if something came up he'd have
16 what he needed to get through, if anything else came up.

17 MR. BOONE: If we could continue the call, please.

18 (Audio played)

19 (Continued on next page)

20

21

22

23

24

25

J4NHDaw6

Blazer - Direct

1 MR. BOONE: Pause that.

2 Q. You mention having guys overseas. What are you referring
3 to?

4 A. Basketball players who were playing basketball in Europe or
5 outside the United States.

6 Q. And as you were saying, they were your clients?

7 A. Yes.

8 Q. Is that true?

9 A. No, that was not true. I didn't have any clients who were
10 playing basketball overseas.

11 Q. So why did you say that?

12 A. As part of my sort of cooperation, in discussing I wanted
13 Christian to feel more comfortable that I had some experience
14 dealing with basketball players so he would feel a little more
15 comfortable in talking to me about that.

16 MR. BOONE: OK. We can continue.

17 THE COURT: Actually, it's 2:30, so that brings us to
18 the end of today.

19 Ladies and gentlemen, that does it for today. Please
20 do not discuss the case. Please do not read anything about
21 this case. If you should come across it, please do not listen
22 or watch anything about this case if you should come across it.

23 Have a wonderful evening. Please try to be here
24 tomorrow so we get started at 9:30. So if you can be here at
25 9:15, 9:20, give you an opportunity to grab a cup of coffee or

J4NHDaw6

Blazer - Direct

1 pastry, that would be helpful. I'm doing everything I can to
2 make sure we get started on time and get you out of here on
3 time. Have a good night.

4 (Jury excused)

5 THE COURT: Sir, you can step down.

6 Everyone can be seated.

7 Any work for me from the government?

8 MR. MARK: No, your Honor.

9 THE COURT: From the defense?

10 MR. HANEY: No, your Honor.

11 THE COURT: So we'll see you tomorrow at -- be here by
12 9 o'clock. Have a good night.

13 MR. HANEY: Thank you, sir.

14 (Adjourned to April 24, 2019, at 9 a.m.)

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